

## **AGENDA**

### **COMMITTEE ON LANDS AND BUILDINGS**

**January 16, 2007**  
**Aldermen Thibault,**  
**Smith, Forest, Roy, Long**

**4:30 PM**  
**Aldermanic Chambers**  
**City Hall (3<sup>rd</sup> Floor)**

1. Chairman Thibault calls the meeting to order.
2. The Clerk calls the roll.
3. Communication from Thomas Bowen, Water Works Director, advising that the Board of Water Commissioners has conceptually approved placing a conservation easement on a 460-acre parcel of land in the Town of Auburn identified as Battery Point and surrounding the Educational Center operated by the Audubon Society of NH.

**Gentlemen, what is your pleasure?**

4. Communication from Robert MacKenzie, Director of Planning & Community Development, advising that in order to proceed with disposition of certain properties the City owns on Wellington Hill two actions are required:
  - a) determination of surplus to City needs; and
  - b) approval of an agreement with the Diocese on the manner of disposition and the division of proceeds.

other actions required to include:

- c) release and discharge of all paper streets; and
- d) potential rezoning of the area.

**Gentlemen, what is your pleasure?**

### **TABLED ITEMS**

**A motion is in order to remove any of the following items from the table for discussion.**

5. Communication from Mayor Guinta requesting staff prepare recommendations relating to placing out to competitive/sealed bid parcels located on Granite Street, Phillippe Cote Way and Seal Tanning parking lot as requested by David Brady of Brady-Sullivan.  
*(Note: tabled 08/22/2006. Previous reports enclosed for informational purposes.)*
6. Communication from Tom Remillard, Principal of Building Networks LLC, regarding potential clients submitting proposals for cell phone antennas at 223 James Pollock Drive (school property) and Derryfield Park.  
*(Note: tabled 08/22/2006 pending reports from School and Parks. Parks has referred communication to Fire Department for their review, which is enclosed.)*
7. Communication from Ms. France Howard requesting to purchase city-owned parcels known as Map 861, Lots 32 & 32A.  
*Assessors – range of value \$10,400.*  
*Planning – awaiting further information from the Highway Department.*  
*Tax Collector – Map 0861/0032 (\$32.30 in back taxes – not including interests and costs) and Map 0861/0032-A (\$6.69 in back taxes – not including interests and costs).*  
*(Tabled 12/02/2006)*
8. Communication from Attorney Craighead, on behalf of Albert Delacey, requesting to purchase city-owned parcel abutting property located at Edna & Claire Streets.  
*Assessors – range of value \$9,000 (rounded).*  
*Planning – awaiting response from Highway Department concerning ownership and rights-of-way matters.*  
*Tax Collector – no interest as it is not a tax-deeded parcel.*
9. If there is no further business, a motion is in order to adjourn.



# MANCHESTER WATER WORKS

281 LINCOLN ST., MANCHESTER, NEW HAMPSHIRE 03103-5093 Tel. (603) 624-6494

## BOARD OF WATER COMMISSIONERS

C. ARTHUR SOUCY  
President

DONALD P. COUTURIER  
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Mayor

THOMAS M. BOWEN, P.E.  
Director and Chief Engineer

ROBERT BEAURIVAGE, P.E.  
Asst. Director

January 8, 2007

Ald. Henry Thibault, Chairman  
Lands & Buildings Committee  
c/o City Clerk  
City of Manchester  
One City Hall Plaza  
Manchester, NH 03101

### RE: CONSERVATION EASEMENTS

Dear Committee Members:

As indicated in my December 19, 2006 memo to the full Board of Mayor and Aldermen, the Board of Water Commissioners of the Manchester Water Works has conceptually approved placing a conservation easement on a 460-acre parcel of land in the Town of Auburn. The property in question is generally identified as Battery Point and surrounds the Educational Center operated by the Audubon Society of New Hampshire.

While the terms of the final easement are being worked out with the Forest Society, we believe that it would be appropriate for preliminary discussions to be held with the Committee at your earliest opportunity so that any concerns can be addressed in the final document.

Enclosed for your reference are copies of the December 19, 2006 memo to the Board of Mayor and Aldermen, as well as a December 19<sup>th</sup> letter to the Auburn Selectmen, which summarizes Manchester Water Works' plans for the conservation easement. Also enclosed for your reference is a plan, which identifies the limits of the 460-acre parcel at Battery Point in Auburn.

Sincerely,

Thomas M. Bowen, P.E.  
Director

TMB:ds

Enclosures

# Memo

December 19, 2006

TO: MEMBERS OF THE BOARD OF MAYOR AND ALDERMEN  
FROM: *TMB* THOMAS M. BOWEN, P.E., DIRECTOR  
RE: CONSERVATION EASEMENTS ON MANCHESTER WATER WORKS' PROPERTY

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This memo is intended to provide notice to the Aldermen that the Board of Water Commissioners of the Manchester Water Works has voted to conceptually approve placing a conservation easement on a portion of its land holdings within the Town of Auburn. This project which has been under development for some time has considered a number of alternatives with a number of partners. We now believe that it is in the best interest of our ratepayers to formally enter into an agreement with the Society for the Protection of New Hampshire Forests. Very recently the Forest Society brought this matter before their Board of Directors for conceptual approval clearing the way for more formal discussion of issues and authorization from the Water Board and the Board of Mayor and Aldermen.

There are a number of important issues, the details of which are still being worked out, however, Manchester Water Works has been extremely careful to protect the interests of the Manchester Water Works and the City for the long term and has involved the City Solicitor's office in the preliminary discussions to date. The conservation easement will not only insure that the property remains in its current natural state for the protection of the City's drinking water supply but it also has the potential to significantly reduce our property tax liability in Auburn which directly benefits our customers.

Part of the reason for bringing this to your attention at this time is that we will very shortly be discussing this matter with the Selectmen from the Town of Auburn, and therefore expect the topic may become public. Manchester Water Works and the Forest Society expect that the Auburn Selectmen may have questions and concerns about our proposal as there will be some tax implications to the Town due to the reduction of property value of the 460-acre parcel.

To date the Board of Water Commissioners have given conceptual approval of the easement. The matter has also been discussed with the Office of the Mayor and it is our intention to bring this matter for discussion purposes to the Board of Mayor and Aldermen in January.

Attached for you information is a copy of the minutes of the November meeting of the Board of Water Commissioners which provides additional information on the topic as well as a letter notifying the Auburn Selectmen.

Should you have any questions with regard to this information, please feel free to give me a call.

TMB:ds  
Enclosure

## Manchester Water Works

281 Lincoln St., Manchester, NH 03103, tel. 603-624-6494, fax: 603-628-6020

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## EXCERPTS FROM NOVEMBER 15, 2006 BOARD OF WATER COMMISSIONERS MEETING

President Soucy announced that item 5 on the agenda, presentation by Attorney Rolf Goodwin regarding conservation easements, would be addressed as the first order of business. City Solicitor Tom Clark was also in attendance. Assistant Director Beaurivage reported that over a year ago MWW started working with the Audubon Society in an effort to do something to try to mitigate taxes with the Town of Auburn. Approximately this time last year, MWW was prepared to go before the Board of Mayor and Aldermen with a formal proposal, however, at the last minute Audubon had changed Presidents and our attempt fell through. In the past six months meetings have been held both with the Audubon Society and the Society for the Protection of New Hampshire Forests relative to a conservation easement. The Audubon Society now has a new President, but at this time they do not seem interested in a conservation easement. After meeting several times with staff of the Forest Society and Attorney Rolf Goodwin of the McLane firm, they are very interested in the conservation easement route to the point where it was agreed to put something together in writing in the form of agreements to look at the concept of what would be involved in a conservation easement between the two parties. Mr. Beaurivage distributed a Memorandum of Understanding and an Option Agreement prepared by Attorney Goodwin..

Attorney Goodwin was asked to make his presentation at this time.

Attorney Goodwin explained the reasons for the two documents before the Board today. First was a Memorandum of Understanding, and second an Option Agreement. MWW proposed a term rather than a permanent conservation easement so as to allow MWW greater control and flexibility in the long term as the science of water treatment and the importance of watershed protection continue to evolve. Initially the Forest Society was reluctant to accept a term conservation easement, which is ordinarily against its policy. However, the Forest Society was eager to obtain a mechanism for permanently protecting as much of MWW's watershed protection land as possible, and so was willing to essentially accept a 30-year conservation easement in exchange for a right to purchase watershed protection lands of MWW for full fair market value should MWW and the BMA declare such land to be surplus in the future. In addition, both parties are concerned about the reaction of the Town of Auburn to a conservation easement program that is expected to substantially decrease property tax payments to the Town by MWW, which overall pays about 8% of the entire Town tax roll. MWW and the Forest Society had therefore agreed on a phased program starting with a conservation easement on the Battery Point property, to be extended to additional watershed protection land in Auburn, if the initial conservation easement was successful. The text of the two agreements before the Board today could change as discussions continue; the approval sought today was conceptual rather than specific.

The draft conservation agreement, which was not on the table today, would protect MWW's right to maintain current watershed operations and expand or add Water Works' facilities on the easement property.

The chronology for approval is expected to be that we will pursue approval of the Board of Mayor and Aldermen, which involves prior committee approval after an initial presentation to the Town of Auburn. The Forest Society Board has scheduled a vote for conceptual approval on December 6, and will then need to vote to approve the conceptual deal. We do not expect the Town to formally agree to the conservation easement or to a change in our property tax assessment in advance. However, the Forest Society is concerned that the parties should be

sensitive to Auburn's feelings in this matter, and wants to see as much local support as possible for the project. We will work with the Forest Society in determining how best to present the project to the Town. The target is to record the conservation easement by March 30, 2007, so that it will affect the April 1 assessment of the Battery Point property.

After considerable discussion of the numerous terms of the documents between the Board and Attorneys present, the following action was taken:

On MOTION by Comm. Craig, seconded by Comm. Cornell, the Board approved entering into a Memorandum of Understanding with the Society for the Protection of New Hampshire Forests to outline their conceptual agreement as to the process for obtaining the initial conservation easement and the Option Agreement for the right of the Forest Society to permanently protect such watershed protection land MWW deems surplus to its needs. A roll call was taken with results as follows: President Soucy – yes, Comm. Couturier – yes, Comm. Craig – yes, Comm. Cornell – yes, Comm. Bunker – yes, Comm. D'Allesandro – yes. Mayor Guinta was absent. Motion CARRIED.



# MANCHESTER WATER WORKS

281 LINCOLN ST., MANCHESTER, NEW HAMPSHIRE 03103-5093 Tel. (603) 624-6484

## BOARD OF WATER COMMISSIONERS

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Mayor

THOMAS M. BOWEN, P.E.  
Director and Chief Engineer

ROBERT BEAURIVAGE, P.E.  
Asst. Director

December 19, 2006

Selectmen  
Town of Auburn  
47 Chester Road  
Auburn, New Hampshire 03032

### RE: MANCHESTER WATER WORKS LAND PROTECTION PLAN FOR LAKE MASSABESIC WATERSHED

Dear Selectmen:

Over many years, Manchester Water Works has acquired about 8,000 acres of land to protect the Lake Massabesic watershed, over 3,600 acres of which are in Auburn. The watershed land and the lake constitute a rich resource of water, land, woods, wildlife and a multitude of recreational opportunities for the people of southern New Hampshire in general and the Town of Auburn in particular. As important as the open space is to the general public, these properties are vitally important to the preservation of water quality to Manchester Water Works' 160,000 customers in the greater Manchester area. Information about the watershed and the many uses of the watershed land may be found at Manchester Water Works' watershed protection page on its website; see <http://www.manchesternh.gov/CityGov/WTR/wtrshed>.

Until now, the Manchester Water Works watershed lands have been held in a legally unprotected state, raising the possibility that the lands could be sold at any time for development. This action would not seem to be in the interest of either Manchester Water Works or the Town of Auburn. If Manchester Water Works' watershed protection lands in Auburn were to be developed, not only would the watershed and the public drinking water supply be substantially less protected, but the rural character of the Town of Auburn would be forever changed and the town would be forced to bear a substantial burden from the increase in school and other public services costs.

In order to balance these interests, the Board of Water Commission of the Manchester Water Works has conceptually approved a conservation plan that will set the course for eliminating the threat of development to this resource in the future. The plan is as follows:

First, Manchester Water Works will grant a conservation easement on its 460 acres of land at Battery Point in Auburn to the Society for the Protection of New Hampshire Forests. This land, designated as Tax Map 4 Lot 1, includes land surrounding Massabesic Audubon Center, and provides a multitude of recreational and environmental opportunities for residents and visitors alike. To protect the interest of the Manchester Water Works' ratepayers in the property, this

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easement will run in perpetuity except for the provision that the Water Works may withdraw land from the easement with 30 years advance notice.

Second, Manchester Water Works will expand the conservation easement over time to include other parcels within its watershed protection properties in Auburn. Manchester Water Works is interested in discussing with the Town of Auburn the timing for granting additional conservation easements.

Third, Manchester Water Works has agreed in concept to grant an option to the Forest Society to purchase any of its land that the Water Works determines is no longer needed for watershed protection purposes. The effect of this is that the Forest Society will have an opportunity to permanently protect, by purchase, not only the conservation easement land, but any other watershed protection land the Water Works might otherwise sell.

The proposed program will be considered by the Manchester Board of Mayor and Aldermen early in 2007. Following final approval by the Board of Water Commissioners, the Board of Mayor and Aldermen and by the Forest Society Board of Trustees, the conservation easement is scheduled for execution and recording in March, 2007.

Manchester Water Works realizes that there will be an impact on the Town of Auburn as a result of placing a conservation easement on our Battery Point property. As such, we would be happy to meet with your board to discuss this proposal in more detail. We believe that this action will in the long term be beneficial to the customers of the Manchester Water Works, as well as the residents of the Town of Auburn by removing, through a formal conservation easement, the increasing pressure on Manchester Water Works to develop this wonderful natural resource, an action which is endorsed by the town's current Master Plan.

I look forward to hearing from you.

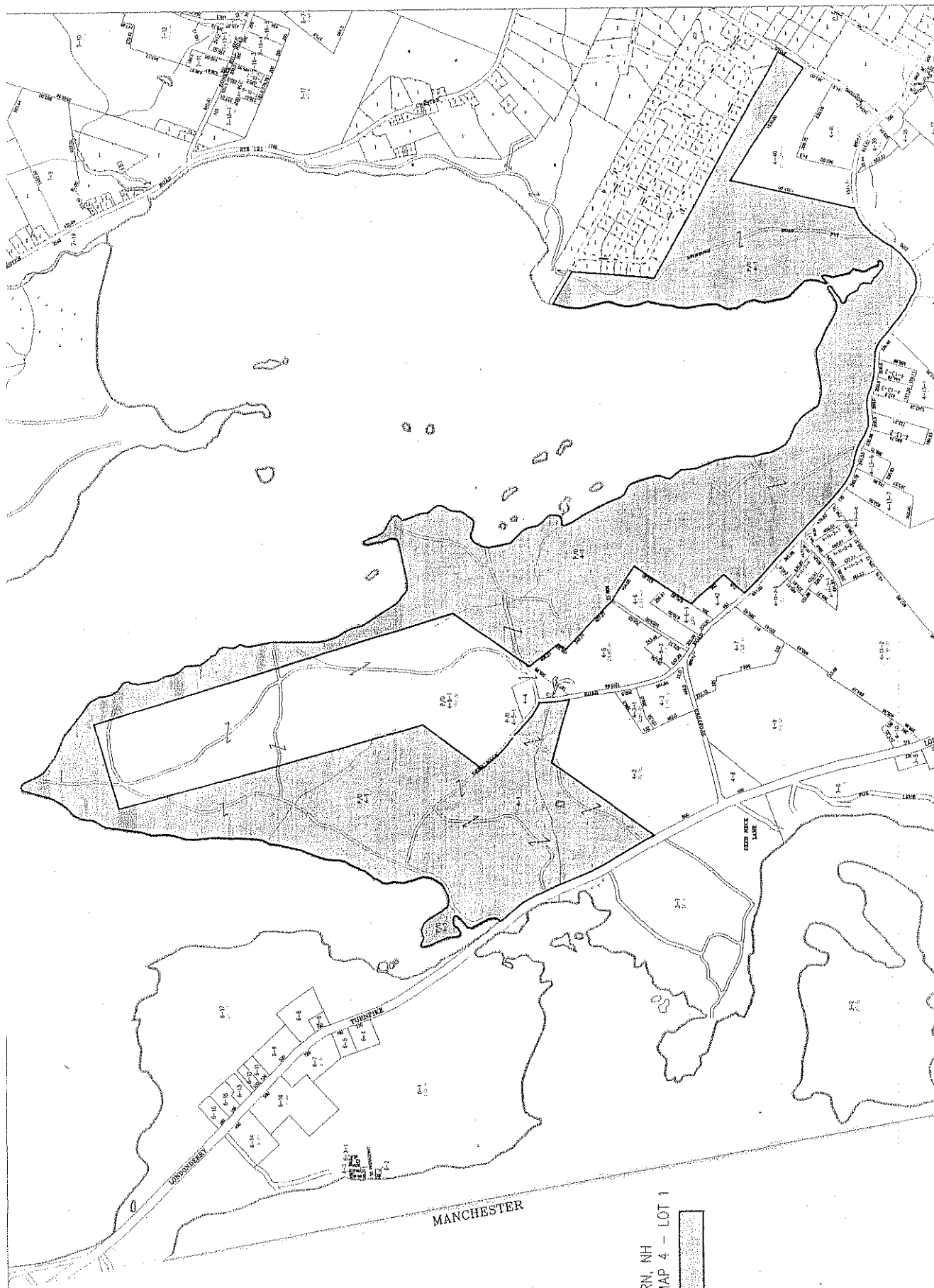
Sincerely,



Thomas M. Bowen, P.E.  
Director

cc: Board of Water Commissioners  
Board of Mayor and Aldermen  
Thomas Clark, City Solicitor  
Rolf Goodwin, Esq., McLane Graf Raulerson & Middleton  
Paul Doscher, Society for the Protection of NH Forests  
Jane Difley, Society for the Protection of NH Forests  
Robert Beaurivage, MWW  
David Paris, MWW  
Ethan Howard, MWW





AUBURN, NH  
TAX MAP 4 - LOT 1



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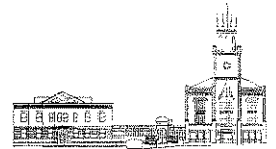


Robert S. MacKenzie, AICP  
Director

# CITY OF MANCHESTER

## Planning and Community Development

Planning  
Community Improvement Program  
Growth Management



Staff to:  
Planning Board  
Heritage Commission  
Millyard Design Review Committee

### Memorandum

To: Lands & Buildings Committee

From: Robert S. MacKenzie *RS*  
Director of Planning & Community Development

Date: January 2, 2007

Subject: Wellington Hill Mini-Lots

As we discussed previously with the Committee, we are working with the Diocese to dispose of certain properties that the City owns on Wellington Hill. These small lots owned by the City, the Diocese and certain other property owners total approximately 39 acres on Radburn Street. This area has not been developed because of the scattered ownership and unbuilt streets.

In order to proceed with disposition, there are several actions required by this Committee and other Committees. The two actions required of Lands and Buildings Committee include:

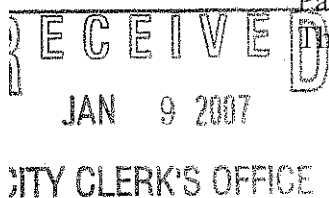
- 1) Determination of surplus of the properties of City needs; and
- 2) Approval of an agreement with the Diocese on the manner of disposition and the division of proceeds.

We have provided a letter with recommendation on determination of surplus and have attached a proposed agreement with the Diocese. We concur with the agreement and will be reviewing the key points with the Committee.

Two other actions which will be necessary include: a Release and Discharge of all paper streets and a potential rezoning of the area.

If you have any questions, I will be available at your next meeting..

c: Mayor Guinta  
Paul Harrington  
Thomas Clark, Esq.



One City Hall Plaza, Manchester, New Hampshire 03101  
Phone: (603) 624-6450 Fax: (603) 624-6529  
E-mail: [planning@ManchesterNH.gov](mailto:planning@ManchesterNH.gov)  
[www.ManchesterNH.gov](http://www.ManchesterNH.gov)



Robert S. MacKenzie, AICP  
Director

# CITY OF MANCHESTER

## Planning and Community Development

Planning  
Community Improvement Program  
Growth Management



Staff to:  
Planning Board  
Heritage Commission  
Millyard Design Review Committee

August 16, 2006

Committee on Lands and Buildings  
City Hall  
One City Hall Plaza  
Manchester, NH 03101

re: *Proposed sale of City-owned properties on Wellington Hill*

Honorable Committee Members:

The City of Manchester and the Roman Catholic Diocese of Manchester have conceptually agreed to pool their numerous so-called "mini-lot" parcels (80+ lots) off the north side of Radburn Street on Wellington Hill to create a single large lot in order to facilitate the joint sale of that land for the mutual and equitable financial benefit of both parties.

**Surplus Determination:** Because of their very small size and scattered positioning in relation to each other (see attached map), the involved city-owned parcels are essentially unusable for any practical City purpose. We, therefore, recommend that all of the parcels owned by the City and associated with this request be declared surplus to City needs.

If there are any questions, staff will be available at the committee meeting.

Sincerely,

Robert S. MacKenzie, AICP  
Director of Planning and Community Development

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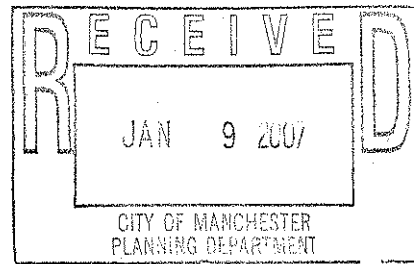
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January 8, 2007

Mr. Robert McKenzie, Director of Planning  
Planning Department—City of Manchester  
City Hall—1 City Hall Plaza  
Manchester, New Hampshire 03101

Re: Joint Marketing Agreement—Wellington Hill Lots

Dear Bob:

Enclosed find the revised agreement with revisions in the sections we discussed. I also changed the description of the property in the introductory paragraphs to fill in the blanks, renumbered the remaining paragraphs, and made a slight change to 1.3 providing for the parties to extend the agreement. It is also dated 2007 now.

Please let me know if you have any questions.

Sincerely,

Bradford E. Cook

BEC:ppd

Cc: Mr. Paul Harrington, Secretary for Real Estate, Diocese of Manchester

## JOINT MARKETING AGREEMENT

THIS JOINT MARKETING AGREEMENT dated \_\_\_\_\_, 2007, among The Roman Catholic Bishop of Manchester, a corporation sole having a principal place of business at 153 Ash Street, Manchester, New Hampshire 03104 ("RCBM"), the City of Manchester, New Hampshire, a New Hampshire municipality with a principal address at City Hall, One City Hall Plaza, Manchester, New Hampshire, 03101 (the "City"), and \_\_\_\_\_ (the "Additional Landowners");

WHEREAS, the RCBM is the owner of certain land located in the vicinity of Radburn Street and Wellington Hill, City of Manchester, County of Hillsborough, State of New Hampshire which is more particularly described on Exhibit A hereto (the "RCBM Property");

WHEREAS, the City is the owner of certain land located in the vicinity of Radburn Street and Wellington Hill, City of Manchester, County of Hillsborough, State of New Hampshire which is more particularly described on Exhibit B attached hereto (the "City Property");

WHEREAS, the Additional Landowners are the owners of certain tracts of land located in the vicinity of Radburn Street and Wellington Hill, City of Manchester, County of Hillsborough, State of New Hampshire and more particularly described on Exhibit C hereto (the "Additional Landowners' Property");

WHEREAS, the RCBM, the City and the Additional Landowners are the owners of various contiguous tracts of land located in Manchester, New Hampshire, and desire to merge jointly market such lots according to the terms set forth herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

### 1. MERGER OF LOTS; POWER OF ATTORNEY.

1.1 The RCBM, the City and the Additional Landowners each agree the RCBM Property, the City Property and the Additional Landowners' Property shall be merged into a single lot (the "Merged Lot"). The timing of the merger of property will be agreed upon by the parties in consultation with their real estate agent and in consultation with potential purchasers and possibly may not be done prior to the signing of a purchase and sale agreement, in which case the parties agree to do such things as are required to convey the property as one or more lots, as required by such agreement with a potential purchaser or purchasers.

1.2 The RCBM and the Additional Landowners' hereby appoint the City as their attorney-in-fact to obtain all merger and rezoning approvals, to eliminate all paper streets, and to obtain such other approvals as may be necessary or helpful to market the properties or the Merged Lot (the "Approvals"). The parties agree that this power of attorney is coupled with an interest and will be irrevocable for the term of this Agreement. The RCBM and the Additional

Landowners agree to cooperate in any and all activities necessary to obtain the Approvals. The representation by the City as attorney-in-fact hereunder shall be at the City's sole expense. Notwithstanding this appointment, the RCBM and the Additional Landowners reserve the right to have their representatives, attorneys or agents review and comment upon all applications to be filed with relevant regulatory bodies or groups and to appear and participate in all hearings, at their sole expense.

1.3 This Agreement and the power of attorney contained herein shall automatically terminate if the Approvals have not been obtained on or before June 30, 2007 or if the property has not been sold on or before February 29, 2008, unless previously extended by written agreement of the parties.

## 2. BROKERS.

2.1 The parties agree to retain Michael Reed of Stebbins Commercial Properties, Inc. (the "Broker") as their real estate agent for purposes of marketing the properties or Merged Lot. The parties shall mutually agree upon a minimum selling price for the properties or Merged Lot (the "Minimum Purchase Price"). The parties each agree to execute such listing agreements that are reasonably necessary to retain the Broker.

2.2 Each party hereto represents that except as set forth above, it has involved no other real estate agent or broker for the sale of its lot. The parties each agree to indemnify the others for all claims arising out of claims for brokerage commissions asserted by third parties whose claim derives from the party received to make indemnification.

3. PURCHASE AND SALES AGREEMENTS. The parties agree that they will not withhold their consent to any purchase and sale agreement for the properties or Merged Lot containing a purchase price of at least the Minimum Purchase Price unreasonably. The parties agree that the purchase and sale agreement shall contain similar representations, warranties, conditions, agreements or indemnities for each party (other than representations, warranties, conditions, agreements and indemnities which are addressed to unique conditions relating to the ownership or condition of that owner's property).

4. DISTRIBUTION OF PURCHASE PRICE AND EXPENSES. The parties agree that upon the sale of the properties or Merged Lot, the aggregate purchase price shall be allocated between them *pro rata* according to the ratio that the square footage of their own property bears to the entire Merged Lot. All costs and expenses incurred in connection with the sale of the Merged Lot shall be similarly allocated *pro rata* between the parties, provided that the City shall not be obligated to pay its *pro rata* share of New Hampshire Real Estate Transfer Taxes to the extent that sale of the City Property is exempt from such taxes.

5. COVENANTS. The parties each agree that they will not (a) sell, convey, encumber or otherwise transfer or attempt to transfer any interest in their respective properties other than as set forth herein; or (b) excavate, build upon, waste or otherwise alter the existing physical condition of their respective properties.

6. QUIET TITLE ACTION. All parties to this agreement hereby consent to the commencement of a quiet title action in their names to quiet the title to "paper streets" in the area of the property in question, should such action be required, in the opinion of counsel to the City or RCBM.
7. RETENTION OF EMERGENCY ACCESS. The parties agree that any purchase and sale agreement for sale of all property hereunder will contain a provision requiring the buyer and any subsequent grantee developing the property to maintain the emergency access presently afforded to Smith Road by the "class six" road adjacent to the property, or by acceptable alternate route.
8. DEFAULT. If any party fails or refuses to comply fully with the terms of this Agreement for any reason, the aggrieved parties may upon unanimous agreement of the aggrieved parties, pursue all legal or equitable remedies available to them, including without limitation a suit for specific performance.
9. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same agreement.
10. APPLICABLE LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of New Hampshire without regard to its conflicts of laws principles. Any action arising out of this Agreement shall be brought in the Hillsborough County Superior Court, to the exclusion of all other jurisdictions.
11. BINDING EFFECT AND ASSIGNMENT. The provisions of this Agreement shall be binding on and shall inure to the benefit of the parties' respective successors and assigns. Neither party may sell, assign, option or otherwise transfer, in whole or in part, conditionally or unconditionally, any of its rights under this Agreement without the prior written consent of the others.
12. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties with respect to the transactions described herein. All representations, statements and agreements heretofore made by the parties are merged into this Agreement, which is the full expression of the parties' rights and obligations concerning the joint marketing of their respective properties. This Agreement may not be changed, modified or amended except by in writing signed by each party.

[Signatures to Follow]

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IN WITNESS WHEREOF, the parties have set their hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

CITY OF MANCHESTER, NEW HAMPSHIRE  
a New Hampshire Municipal Corporation

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Hon. Frank Guinta, Mayor, Duly Authorized

ROMAN CATHOLIC BISHOP OF  
MANCHESTER, a Corporation Sole,

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Most Rev. John B. McCormack, Bishop

\_\_\_\_\_  
Witness

□

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
2007 by Frank Guinta, as Mayor of City of Manchester, New Hampshire.

\_\_\_\_\_  
Notary Public/ Justice of the Peace  
My Commission Expires: \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
2007 by Most Rev. John B. McCormack, Roman Catholic Bishop of Manchester, on behalf of  
the Roman Catholic Bishop of Manchester, a corporation sole.

\_\_\_\_\_  
Notary Public/ Justice of the Peace  
My Commission Expires: \_\_\_\_\_

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STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
2007 by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public/ Justice of the Peace  
My Commission Expires: \_\_\_\_\_

EXHIBIT A

RCBM PROPERTY

**EXHIBIT B**

**CITY PROPERTY**

EXHIBIT C

ADDITIONAL LANDOWNERS' PROPERTY



# CITY OF MANCHESTER

## Planning and Community Development

Robert S. MacKenzie, AICP  
Director

Planning  
Community Improvement Program  
Growth Management



Staff to:  
Planning Board  
Heritage Commission  
Milliard Design Review Committee

12-05-06 -  
Consented w/ plan +  
allow Planning to  
Proceed.

November 30, 2006

Committee on Lands and Buildings  
City Hall  
One City Hall Plaza  
Manchester, NH 03101

re: *Informational Update concerning Wellington Hill "mini lots"*

Honorable Committee Members:

I would like to reserve a short amount of time at your next meeting to provide you with an informational update concerning the numerous small-sized city-owned parcels which are located in close proximity to each other on Wellington Hill.

Sincerely,

Robert S. MacKenzie, AICP  
Director of Planning and Community Development

4

One City Hall Plaza, Manchester, New Hampshire 03101  
Phone: (603) 624-6450 Fax: (603) 624-6529  
E-mail: [planning@ManchesterNH.gov](mailto:planning@ManchesterNH.gov)  
[www.ManchesterNH.gov](http://www.ManchesterNH.gov)

# Vicinity Map Radburn St. & Wellington Hill

- Properties owned by the Roman Catholic Church
- Properties owned by the City of Manchester

## NOTES

1. This map was created in April, 2005, by the City of Manchester Planning & Community Development Department. It is a vicinity map and does not show lot lines or other details shown on the map were derived from the file "Parcels.ply" which is located in the City of Manchester GIS.
2. Aerial photography shown on the map was derived from a digital file entitled "Ortho\_2002.jpg" which is located in the City of Manchester GIS. The photo was taken in April, 2002.



4



# City of Manchester

8-22-06 Tabled

Office of the Mayor  
Hon. Frank C. Guinta

August 1, 2006

The Honorable Board of Aldermen  
One City Hall Plaza  
Manchester, NH 03101

Re: Seal Tanning Lot, Granite Street Lot & Phillippe Cote Way

Dear Members of the Honorable Board:

Yesterday my office received an official request from David Brady of Brady-Sullivan Properties requesting that the above referenced parcels, currently owned by the City of Manchester, be placed out for competitive, sealed bid. Having conferred with staff this morning about this matter, it is my recommendation that the Board refer this letter to the Committee on Lands & Buildings for its thoughtful consideration. Furthermore I am asking staff to concurrently prepare recommendations for the committee.

Sincerely,

Frank C. Guinta  
Mayor

IN BOARD OF MAYOR & ALDERMEN

DATE: August 1, 2006

ON MOTION OF ALD. Lopez

SECONDED BY ALD. Roy

VOTED TO refer to the Committee on  
Lands and Buildings

L. H. Semer  
CITY CLERK

5

PROPERTIES

July 28, 2006

(HAND-DELIVERED)

The Honorable Mayor Frank C. Guinta  
Mayor of Manchester  
One City Hall Plaza  
Manchester, NH 03101

Dear Mayor Guinta:

Please accept this letter as affirmation of Brady Sullivan Properties' interest in pursuing the acquisition of certain City-owned properties located within the Historical Millyard District. More specifically, our interests include those properties located on Granite Street, Phillippe Cote Way and the Seal Tanning parking lot.

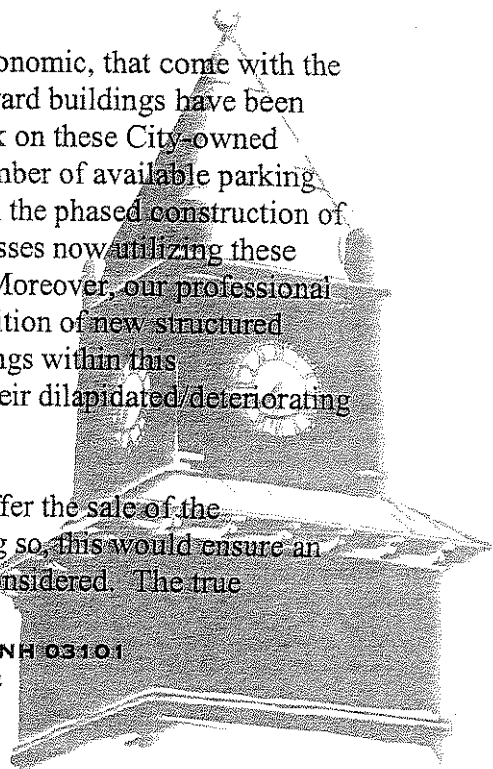
As property owners of the Waumbec Mill, a 450,000 square foot multiple-use mill complex located nearby the above-referenced subject properties, the critical lack of parking is jeopardizing our efforts to retain existing and procure additional Class A tenants. While this opinion is surely shared by other Millyard owners, we feel it is time for the City to seek out new partners who have a willingness to channel their creative planning resources and private monies to remedy this serious Millyard deficiency. The mere reshuffling of property ownership from municipal to private hands is not an economic development strategy in itself unless it contains specific and immediate initiatives to **create more available parking**. We at Brady Sullivan Properties stand willing to commit our resources to invest in the Millyard's future through the purchase of these properties by adding more structured parking above the at-grade parking tracts referenced-above.

We acknowledge the myriad of complexities, political and economic, that come with the disposition of these municipal assets. A number of fine Millyard buildings have been redeveloped and house businesses whose employees now park on these City-owned lands. Our interests would be to strategically increase the number of available parking spaces for the entire southerly portion of the Millyard through the phased construction of new spaces in structured facilities. We will work with businesses now utilizing these parking areas to protect their economic infrastructural base. Moreover, our professional management of the existing parking assets along with the addition of new structured parking will position us to become involved with other buildings within this neighborhood that are now threatened by demolition due to their dilapidated/deteriorating physical condition.

Given the above, we hereby request the City of Manchester offer the sale of the aforementioned City-owned properties by sealed bid. In doing so, this would ensure an economic return far exceeding that which has been recently considered. The true

670 N. COMMERCIAL STREET MANCHESTER NH 03101  
P 603.622.6223 F 603.622.7342  
BRADYSULLIVAN.COM

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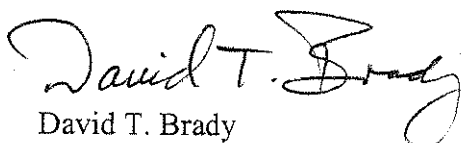
The Honorable Frank C. Guinta  
July 28, 2006  
Page 2

economic benefit of this approach will be realized in the future as market-inhibiting obstacles are diminished, allowing for the repositioning of the Millyard's built assets. Existing businesses will feel comfortable expanding their operations while new businesses will find the market ready to accommodate their needs.

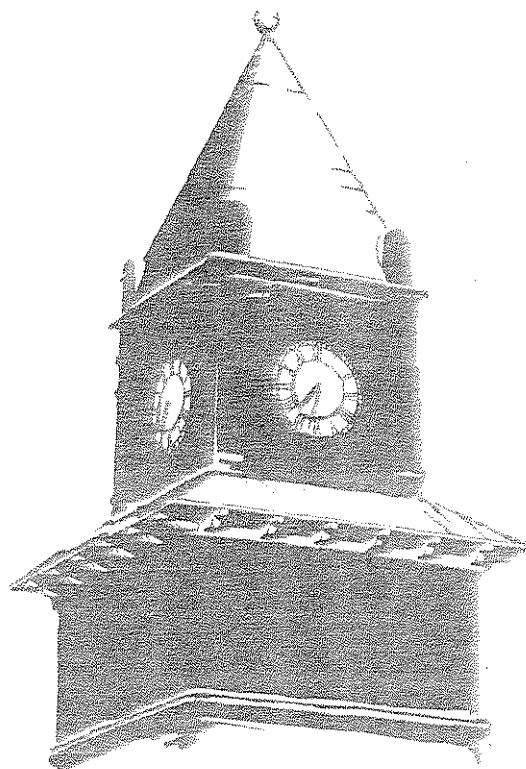
As mentioned above, we at Brady Sullivan Properties will continue to commit ourselves to work hand-in-hand with the City of Manchester in finding broader solutions to our shared Millyard problems. While our Seal Tanning parking lot initiative would be a necessary first step in mitigating some of the parking shortages now experienced in the Millyard's southern tier properties, we remain steadfast in our desire to partner with the City in the development of the more centrally located Bedford Parking Lot site. The strategic development of this parcel is critical to the continued gentrification of the surrounding Millyard properties, as well as lending new parking infrastructure for future anticipated development on adjacent, underutilized parcels of land. The prospect of introducing new and exciting marketing opportunities within the heart of the Millyard can only be accomplished if the level of private investment is matched by the City's commitment to invest in creative economic development solutions.

We look forward to your deliberations on our proposal for the disposition of the Seal Tanning parking lot and surrounding municipal parcels as well as the initiation of negotiations relative to the Bedford Parking Lot.

Respectfully submitted,

  
David T. Brady

cc: Alderman Mark E. Roy  
Alderman Theodore L. Gatsas  
Alderman Patrick T. Long  
Alderman Jerome Duval  
Alderman Ed Osborne  
Alderman Real R. Pinard  
Alderman William P. Shea  
Alderman Betsi L. DeVries  
Alderman Michael Garrity  
Alderman George Smith  
Alderman Henry R. Thibault  
Alderman Armand Forest  
Alderman-At-Large Daniel P. O'Neil  
Alderman-At-Large Mike Lopez



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IN BOARD OF MAYOR AND ALDERMEN.  
MAY 16, 2006.

A TRUE RECORD. ATTEST.

  
CITY CLERK

## To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Lands and Buildings respectfully recommends, after due and careful consideration, that the Board find property known as the Seal Tanning Parking Lot, the Granite Street Parking Lot and land contained within Phillippe Cote Street be declared surplus to City needs and disposed of through sale to 1848 Associates, the abutter, at a price of \$635,500 as predetermined reasonable by outside appraisal and Board of Assessors subject to terms and conditions to be set forth in a Purchase and Sales Agreement enclosed herein.

The Committee notes that it finds just cause to sell such property to the abutter as sale will alleviate parking issues in the Millyard area without financial burden to the City and facilitate future rehabilitation of the Pandora Building.

The Committee recommends that Phillippe Cote Street be discontinued to assist with consummating the sale of all aforementioned properties and provide for the development of same, and that the Board of Mayor and Aldermen suspend the rules and refer such discontinuance to a Road Hearing to be scheduled by the City Clerk at the earliest convenient date without referral to the Committee on Community Improvement, and request the Public Works Director provide a report as soon as practicable to the City Clerk with regard to such discontinuance.

May 16, 2006.

In Board of Mayor and Aldermen.  
Failed on roll call.

  
City Clerk

Respectfully submitted,

  
Clerk of Committee

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2/21/06-  
Tabled

## TECHNOLOGY CENTER

February 21, 2006

Mr. Paul Borek  
City of Manchester Economic Development Office  
City Hall  
Manchester, New Hampshire 03101

Re: Granite Lot; Seal Lot; Phillippe Cote Street

Dear Mr. Borek:

Please allow this letter to serve as a formal request, on behalf of 1848 Associates, to purchase the above referenced parcels from the City of Manchester on the general terms and conditions listed below:

Price: \$635,000.00, as previously discussed

Closing Date: Will vary by parcel. We'd like to close on the Seal Lot as soon as possible. The Granite Lot and Phillippe Cote Street sales would close upon the approval of the street discontinuance and expiration of any and all appeal periods.

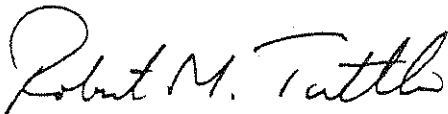
Contingencies:

- Subdivision Approval
- Issuance of a construction easement for the Granite Street Bridge Project through September 30, 2008, with the right to extend this term by nine (9) months provided that during any such extension, the City would provide reasonable alternative parking spaces equivalent to the number of spaces that would have been created in the construction easement area.

Our objectives for purchasing these parcels are two-fold: (i) to meet the short term parking needs of existing tenants in Gateway I, II, and III; and, (ii) to facilitate future rehabilitation of the Pandora Building. If these parcels are purchased, 1848 Associates will commit to add a parking deck to the Seal Lot at 1848 Associates expense. This will alleviate growing parking problems for Autodesk and Texas Instruments, without any financial burden on the City. Rehabilitation of the Pandora Building will require additional parking in the future and 1848 Associates assumes that such parking needs to be created privately, without financial burden to the City. This land purchase would facilitate such action.

Thank you for your attention to this matter and please feel free to contact me should you wish to discuss this further.

Sincerely,



Robert M. Tuttle  
General Partner

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02-07-2006 RCVD

**City of Manchester  
Department of Highways**

227 Maple Street  
Manchester, New Hampshire 03103-5596  
(603) 624-6444 Fax # (603) 624-6487

**Commission**  
Edward J. Beleski  
- Chairman  
Henry R. Bourgeois  
William F. Kelley  
Michael W. Lowry  
William A. Varkas

Frank C. Thomas, P.E.  
Public Works Director

Kevin A. Sheppard, P.E.  
Deputy Public Works Director

**MEMORANDUM**

**TO:** Sean Thomas, Mayor's Assistant  
Paul Borek, Economic Development  
Robert MacKenzie, Director of Planning

**FROM:** Frank C. Thomas, P.E.  
Public Works Director *oxc7*

**DATE:** February 6, 2006

**NO:** #06-007

**SUBJECT:** Pandora – Sale of Parking Lots

The agreed upon selling for the two lots plus the street was \$635,500.

Enclosed is a summary of how we got the \$635,500 figure (speaking bullets for committee meeting). Also enclosed, is a letter from CLD that defines the savings to the City. Lastly, enclosed is a draft letter that I had prepared for the Committee of Lands and Buildings.

Give me a call if you have any questions pertaining to this matter.

/c

Encl.

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## PANDORA PROPOSAL

- In the fall of 2004 we received bids for the Granite Street Widening Project. The bids were extremely high and were rejected.
- In talking with contractors we determined that the Project should be broken up in phases to reflect roadwork or bridgework. We also heard that there was a need for adequate staging/work area, especially, on the eastside.
- We made the decision to break the project into 3 phases. The first phase would be the westside and would be included in the States Interchange Project. The second phase would be the Granite Street Bridge Widening and work on the Granite Street Parking Lot. The final phase would be from Commercial Street easterly to Canal Street or Elm Street, based on available funds.
- In order to secure adequate staging, we approached Don Clark, because he was the major leaseholder of spaces in the Granite Street Lot and had control over the abandon Pandora Property. (Westside, State controlled.)
- Don Clark informed us that they had someone interested in the Pandora Property as a hotel and would like to discuss the purchase of both the Granite Street Lot and the Seal Tanning Lot and the discontinuance of Phillipe Cote Street. It was indicated that they would build decks on the lots to provide adequate parking.
- Mr. Clark assured us that staging issues would be worked out. In addition, if the project went forward the City would not have to build all the proposed retaining walls around the Granite Street Lot and would not have to excavate the lot as proposed. (Substantial project costs savings.)
- The City set up a Team to move the proposal forward. Team: Frank Thomas and Dennis Anctil, Highway, Kevin Clougherty and Randy Sherman, Finance, Bill Jabjiniak, Destination Manchester, Tom Clark, Solicitors, Bob MacKenzie, Planning, Steve Hamilton, Assessors and Mike Colby, Mayor's Office.
- The Proposal looked good to everyone in that the major development would increase the City's Tax Base, the developers would provide additional parking and the City would save construction costs on the Granite Street Project.
- The City's Parking Consultant noted to us that the City didn't need the two lots in question where they basically only provided parking to the direct abutters. They had no concerns over the City selling these lots.
- The City had an appraisal (Bramley), Clark had an appraisal (Freneau) and a review appraisal was conducted by the City (Crafts). Crafts concluded that it would be appropriate to rely on fee simple value of the

- The Fremeau Appraisal noted a value to the properties of \$1,920,000. The potential savings to the City was identified by City consultants at \$1,284,500 (Based on actual bids, the potential savings is \$1,540,500, which does not include any indirect savings due to having an adequate staging area.) See attached. The resulting net sale price was \$635,500.

**SUMMARY**  
**APPRAISALS – PANDORA AREA**  
June 2, 2005

	<b>Fremeau</b>
Granite Street Lot	\$440,000
Seal Tanning Lot	\$850,000
Cote Street	\$630,000
<b>Total</b>	<b>\$1,920,000</b>
Potential Savings	(\$1,284,500)
<b>Net Total</b>	<b>\$635,500</b>



540 Commercial Street Manchester, NH 03101  
(603) 668-8223 • Fax: (603) 668-8802  
cld@cldengineers.com • www.cldengineers.com  
New Hampshire • Vermont • Maine

TO: Francis C. Thomas, P.E.

FROM: Roch D. Larochelle, P.E.

DATE: July 25, 2005

RE: Manchester 14025  
Granite Street Widening  
CLD Reference No. 00-0210

SUBJECT: Granite Parking Lot Redevelopment Costs

The purpose of this memo is to document and update the estimated value of certain construction costs associated with the proposed reconstruction of the City-owned parking lot known as the "Granite Lot", which is bounded by Granite, Commercial and Philippe-Cote Streets. As was first outlined in our memo dated February 2, 2005, the costs as outlined below would likely be eliminated/deducted from the ultimate cost of the City's Granite Street widening project given the event that the Granite Lot and adjacent Pandora building are privately redeveloped into a new use, including the construction of a new private parking garage.

As previously documented, anticipated City contract deducts would include the value of reconstruction of the Granite Lot (Jillian's Lot) including an extensive retaining wall system and associated work efforts along Granite, Commercial and Philippe-Cote Streets. In its place would stand a proposed parking deck that would be constructed adjacent to the newly constructed Granite Street Widening.

Given the recent bids that were accepted for the City's bridge project on July 20<sup>th</sup>, we have now taken the opportunity to review our original cost estimates to base them on current and actual prices. That being stated, the values noted below reflect adjustments made by evaluating and averaging the unit costs as presented by the four bidders for that project. It should be noted however that until a parking garage design is completed for the subject site, there remains some uncertainty in the value for the Granite Street retaining wall work until a design has been completed for the Pandora Parking Garage and the union between this structure and Granite Street can be better defined. Additionally, as was referenced in the original February 2005 memo, there are also other hard costs that have been identified by City staff that total approximately \$300,000 and relate to the future programmed maintenance and/or rehabilitation costs for the subject parking lot and Philippe-Cote Street.

The updated estimate potential cost-offset to the City's Granite Street project in anticipation of the proposed private development is summarized as follows:

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Memorandum to Francis C. Thomas, P.E.

CLD Reference No. 00-0210

July 25, 2005

Page - 2

1. Granite Lot Reconstruction:	\$500,000 (includes Philippe Cote St. Reconstruction)
2. Retaining Wall Construction:	\$390,000 (Granite St. Sta. 116+67 to Commercial St.)
3. Retaining Wall Construction:	\$320,000 (Commercial/Granite/Philippe Cote)
4. Future Maintenance Costs:	\$10,500 (Philippe Cote Ave resurfacing)
5. Future Maintenance Costs:	\$320,000 (Seal Tanning Lot resurfacing)
<b>Subtotal:</b>	<b>\$1,540,500</b>

Based on the information provided herein, the value stated remains an approximate cost subject to final City approvals for the transfer of ownership for certain tracts of land as well as design engineering/project coordination for the proposed parking garage construction at the Granite Lot.

cc: Dennis Anctil City of Manchester  
Ken Rhodes CLD

5





**City of Manchester  
Department of Highways**

227 Maple Street  
Manchester, New Hampshire 03103-5596  
(603) 624-6444 Fax # (603) 624-6487

**Commission**

Edward J. Beleski  
- Chairman  
Henry R. Bourgeois  
William F. Kelley  
Michael W. Lowry  
William A. Varkas

Frank C. Thomas, P.E.  
Public Works Director

Kevin A. Sheppard, P.E.  
Deputy Public Works Director

**DRAFT**

August 2, 2005  
#05-070

Lands and Buildings Committee of the  
Alderman Henry R. Thibault, Chairman  
City Clerk's Office  
One City Hall Plaza,  
Manchester, New Hampshire 03101

**Re: Pandora Proposal**

Dear Alderman:

City staff supports the sale of the Granite Street Parking Lot, the Seal Tanning Parking Lot and the discontinuance and sale of Phillippe Cote Street for the following three main reasons:

1. Construction costs on the Granite Street Widening Project will be reduced by approximately \$1.2 million.
2. Additional parking will be provided in the Millyard without the investment of any City funds.
3. \$10 million of new development will be added to the City's tax base.

In the fall of 2004 the City received bids for the Granite Street Widening Project, which were extremely high and later rejected. In reviewing the issue with contractors, we determined that the project should be broken into three phases made up separately of roadwork and bridgework. It also became apparent that contractors had concerns with coordination issues on the west side due to ~~multiple~~ contractors working in the same area and the need to have an adequate staging area on the east side for the bridgework. As a result, the use of the Granite Street Parking Lot for a staging area became a high priority for a successful project.

*multiple*  
Over the winter, we approached Mr. Don Clark who represents 1848 Associates who is a major leaseholder of spaces in the Granite Street Lot and owners of the Pandora Property regarding our Granite Street Project and the issue of contractor staging. Mr. Clark at this time informed us that they had someone interested in the Pandora Property as a hotel. He went on to say that they had a desire to talk to the City about purchasing the Granite Street Lot, the Seal Tanning Lot and Phillippe Cote Street in order to make their project a reality. It was noted that a parking deck would be constructed from the Pandora Building southerly across the Granite Street Lot as part of the hotel project and that they had a further desire to build a future parking deck over the Seal Tanning Lot to provide additional parking.

# DRAFT

It became apparent in our discussions with Mr. Clark that if the City accepted this proposal, there would be substantial savings in Granite Street construction costs. These savings would be realized by not having to reconstruct the Granite Street Lot by excavating it to one level and building retaining walls along the Commercial Street and Phillippe Cote Street sides. These potential savings were extremely appealing in that increases in the cost of construction materials has clearly jeopardized the completion of the entire Granite Street Widening Project without a sizable additional City appropriation. In addition, we also determined that there would be savings in not having to perform scheduled maintenance on the Seal Tanning Lot.

Believing that this proposal had merit, a City Team was created to move this proposal forward. This Team consisted of Frank Thomas and Dennis Anctil from Highway, Kevin Clougherty and Randy Sherman from Finance, Bill Jabjiniak from Destination Manchester, Tom Clark from the Solicitor's, Bob MacKenzie from Planning, Steve Hamilton from the Assessors and Mike Colby from the Mayor's Office.

An appraisal to determine the value of the properties was performed by the City and another one performed by 1848 Associates. Due to a wide spread between appraisals, a review of the appraisals was made by Crafts Appraisals for the City. This review recommended utilizing the one prepared by Fremeau Appraisal, Inc., which placed a value on the properties of \$1,920,000. A value of \$1,284,500 was identified by City consultants as savings resulting from not having to do the construction work on the Granite Street Lot and the scheduled maintenance work on the Seal Tanning Lot. (This amount based on actual bids recently received is now estimated at \$1,540,500.) Discounting the appraised value of the property by \$1,284,500 resulted in a net selling price of \$635,500.

The City's Parking Consultant was next contacted to determine if the City should retain ownership of these lots in order to preserve our ability to build parking structures on them in the future. The Parking Consultant responded by saying that the site of these two lots basically only provides parking for the directly abutting businesses and that a future parking structure should ideally be located in the center of the millyard in the area of the Bedford Street Lot. Therefore, the Parking Consultant did not have any concerns over the City potential selling these lots.

As a result of the above, it is recommended that you find these properties as surplus, that you waive the need to competitively bid the sale of these properties, that you accept the proposed selling price of \$635,500, that you recommend the discontinuance of Phillippe Cote Street and further recommend the same to the Board of Mayor and Aldermen.

August 2, 2005  
Pg. (3)

DRAFT

I will be available to answer any questions you may have on the matter.

Very truly yours,

Frank Thomas, P.E.  
Public Works Director

/c

cc: Robert A. Baines, Mayor  
Kevin Clougherty  
Randy Sherman  
Paul Borek  
Tom Clark  
Robert MacKenzie  
Steve Hamilton  
Mike Colby

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Robert S. MacKenzie, AICP  
Director

# CITY OF MANCHESTER

## Planning and Community Development

Planning  
Community Improvement Program  
Growth Management



Staff to:  
Planning Board  
Heritage Commission  
Millyard Design Review Committee

February 21, 2006

Committee on Lands and Buildings  
City Hall  
One City Hall Plaza  
Manchester, NH 03101

re: *Seal Tanning lot and Granite Street lot*

Honorable Committee Members:

The abutting property owners have expressed an interest in acquiring the above referenced City owned lots.

*Background:* These lots were leftover parcels from the redevelopment of the Millyard by the MHRA. Since that time they have been used for parking by the abutting property owners who are currently requesting their purchase. It should be noted that the Public Works Department has indicated that a significant amount of money can be saved (exceeding \$1,000,000) if they do not have to rebuild the Granite Street lot as part of the Granite Street reconstruction project.

*Surplus Determination:* The draft parking study has recommended that these two parking lots are not required for a long term parking program. As such, we would recommend that the lots be determined surplus to City needs.

*Method of Sale:* Normal disposition would be by public sale. In this situation, the Committee and Board may find public purpose for selling the properties to the requesting party for the following reasons:

- 1) The requesting party is the primary abutter to the Seal Tanning lot and is the only abutter to the Granite Street lot;
- 2) The requesting party has been the primary user of the lots for at least the last fifteen years; and
- 3) Sale of the lots will likely increase the business activity in the three existing redeveloped buildings and may lead to the redevelopment of the Pandora Building.

If there are any questions, staff will be available at the committee meeting.

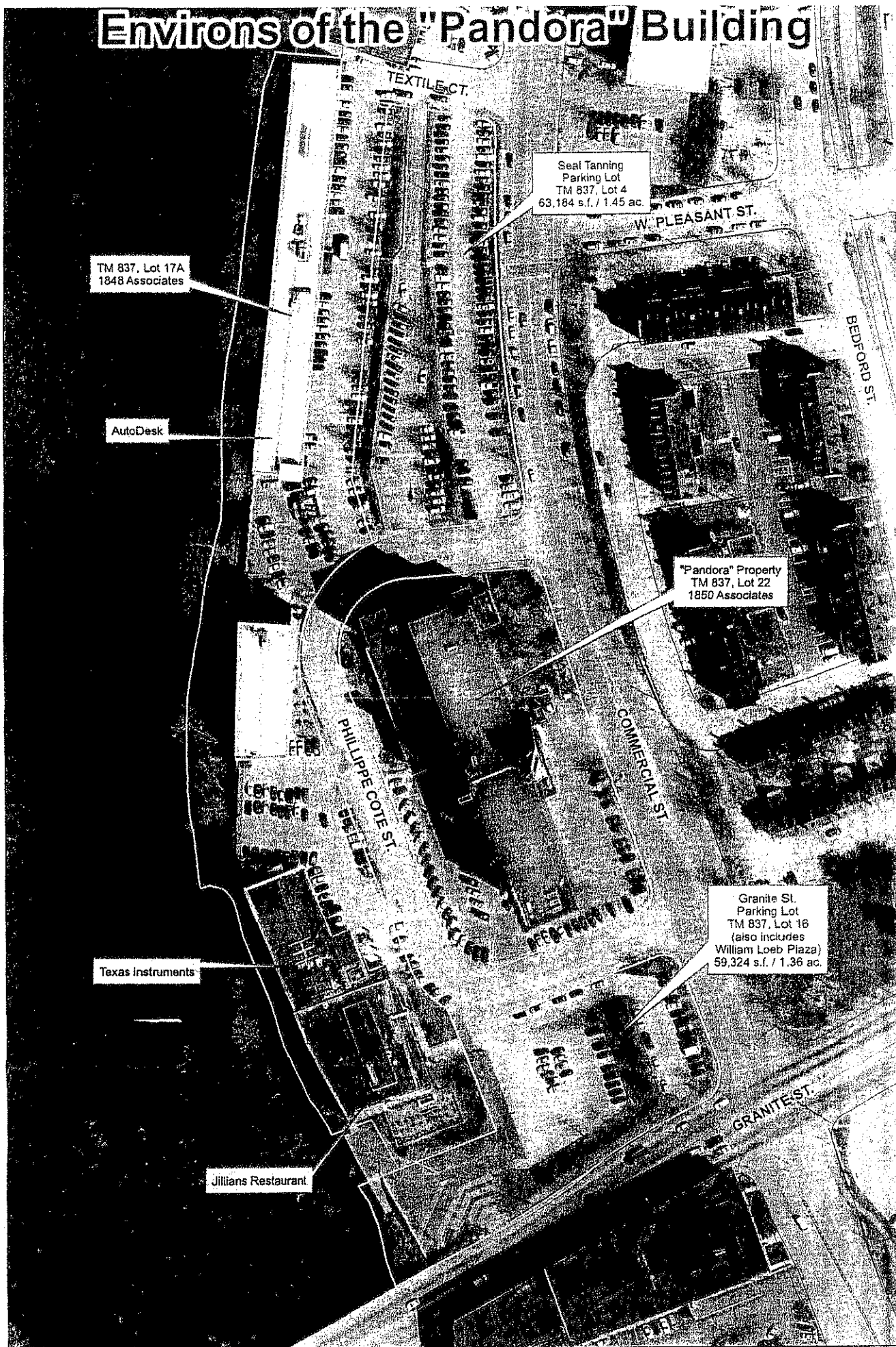
Sincerely,

*Robert S. MacKenzie*

*for* Robert S. MacKenzie, AICP  
Director of Planning and Community Development

5  
One City Hall Plaza, Manchester, New Hampshire 03101  
Phone: (603) 624-6450 Fax: (603) 624-6529  
E-mail: [planning@ManchesterNH.gov](mailto:planning@ManchesterNH.gov)  
[www.ManchesterNH.gov](http://www.ManchesterNH.gov)

# Environs of the "Pandora" Building



1. This map was created by the City of Manchester Planning & Community Development Department (D. Beauchesne) on February 21, 2006.
2. Aerial photo taken in April, 2003.

0 37.5 75 150 225 300 Feet





City of Manchester  
Office of the Tax Collector

City Hall  
One City Hall Plaza - West  
Manchester, New Hampshire 03101  
(603) 624-6575 (Phone)  
(603) 628-6162 (Fax)

Joan A. Porter  
Tax Collector

## Memorandum

DATE: March 21, 2006  
TO: Land & Building Committee  
FROM: Joan A. Porter, Tax Collector *Joan*  
RE: Phillippe Cote Street and nearby parking  
lots

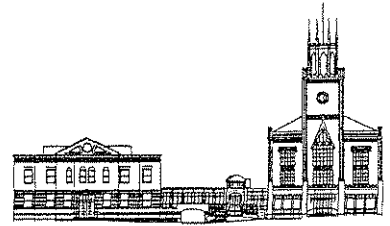
The properties located at Phillippe Cote Street, Granite Street Parking lot and Seal Tanning Parking lot are not tax-deeded parcels. As such, the Tax Collector's office has no interest in their disposition.

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## CITY OF MANCHESTER Board of Assessors

One City Hall Plaza, West Wing  
Manchester, New Hampshire 03101  
Tel: (603) 624-6520 – Fax: (603) 628-6288  
Email: [assessors@ci.manchester.nh.us](mailto:assessors@ci.manchester.nh.us)  
Web: [www.ManchesterNH.Gov](http://www.ManchesterNH.Gov)



David M. Cornell, Chairman  
Thomas C. Nichols  
Stephan W. Hamilton

Christine Hanagan  
Assistant to Assessors

To: Committee on Lands and Buildings  
From: Board of Assessors *D.M.C.*  
Date: March 22, 2006  
Re: Granite Lot, Seal Tanning Lot, and Phillippe Cote Street

Dear Committee Members:

As part of the disposition process of City owned land the fair market value of a property must be established. The Board of Assessors recommends that the Committee order an outside fee appraisal pursuant to Section 34:19 of the Code of Ordinances.

The following appraisals were performed on the above-mention lots:

- Robert G. Bramley was hired by the City to perform an appraisal
- Joseph G. Fremeau was hired by 1848 Associates to perform an appraisal
- John M. Crafts was hired by the City to review both appraisals.

After reviewing all appraisal reports, we believe that the assumptions made in Fremeau's appraisal are better supported, and thus are a better indicator of market value; Mr. Crafts also shares this opinion. It would appear that the Committee should accept Fremeau's opinion of value. We remain available to answer any questions the committee might have concerning this matter.

Sincerely,

*David M. Cornell*  
David M. Cornell

*Thomas C. Nichols*  
Thomas C. Nichols

*Stephan W. Hamilton*  
Stephan W. Hamilton

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## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement"), is made by and between 1848 Associates, a New Hampshire limited partnership, with a mailing address of 340 Commercial Street, Manchester, New Hampshire 03101 (hereinafter "Purchaser") and the City of Manchester, a New Hampshire municipal corporation, having principal offices at One City Hall Plaza, Manchester, New Hampshire, 03101 (hereinafter "Seller").

### WITNESSETH:

In consideration of the mutual covenants set forth herein, the parties undertake and agree as follows:

#### 1. RECITALS AND PURPOSES

1.01 Seller wishes to sell and Purchaser wishes to buy three certain properties together with all appurtenant easements, improvements, fixtures and appurtenances, attached or affixed thereon and, except as set forth herein, all rights in adjacent streets or roads, all riparian rights, all assignments of contracts, leases, rents, security deposits, tax abatements, actions, and other property, rights and interests therein, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (collectively the "Premises").

1.02 Purchaser having represented to the Seller that it will:

- A) Add a parking deck to the Seal Tanning Lot at the Purchaser's expense.
- B) Create privately, without any expense to the Seller, such additional parking as the potential rehabilitation and/or redevelopment of the Pandora Building may require.
- C) Actively pursue the potential rehabilitation and/or redevelopment of the Pandora Building, such potential rehabilitation and/or redevelopment to be accomplished without any expense to the Seller.

#### 2. PURCHASE AND SALE

2.01 Expressly conditioned upon and in reliance on the terms and conditions set forth herein, Seller hereby agrees to sell and Purchaser agrees to purchase all of Seller's interest in the Premises.

#### 3. PURCHASE PRICE, ADDITIONAL PAYMENT, AND MODE OF PAYMENT

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1



3.01 Purchase Price. The Purchase Price for the Premises shall be Six Hundred Thirty Five Thousand Dollars (\$635,000.00) (the "Purchase Price").

3.02 Additional Payment. In addition to the Purchase Price, Purchaser shall pay an additional \$200,000.00 (the "Additional Payment") to the Seller to reimburse the Seller for the additional costs associated with the modified construction of a retaining wall along Granite Street (adjacent to Parcel III of the Premises). Said retaining wall shall be constructed and maintained by the Seller and the modified design is being constructed so that the Purchaser may excavate and construct certain parking lot improvements to Parcel III.

3.03 Escrow of Purchase Price and Additional Payment. Upon execution of this Agreement, Purchaser shall pay the sum of the Purchase Price and the Additional Payment (a total of \$835,000.00) to the City of Manchester, City Solicitor's Office, to be held in escrow (the "Escrowed Funds") in an interest bearing account with interest to be reported as the income of Buyer (tin\_\_\_) and interest credited to Buyer.

- (i) Upon completion of the construction of the retaining wall along Granite Street referred to in section 3.02 above, a portion of the Escrowed Funds shall be paid to Seller to reimburse Seller for the actual additional cost to the Seller of constructing that retaining wall at the increased depth necessary to accommodate Purchaser's planned use of the Granite Lot, rather than the depth otherwise required (hereafter the "Additional Cost"). If the Additional Cost is less than \$200,000.00, a portion of the Escrowed Funds, equal to \$200,000.00 minus the Additional Cost, shall be refunded to Purchaser. If the Additional Cost is greater than \$200,000.00, Purchaser shall pay to Seller, upon demand, the excess of the Additional Cost over \$200,000.00
- (ii) \$530,000.00 of the Escrowed Funds shall be paid to the Seller to pay the portion of the Purchase Price due at the Parcel II Closing as provided in section 4, below.
- (iii) \$105,000.00 of the Escrowed Funds shall be paid to the Seller to pay the portion of the Purchase Price due at the Parcel I and Parcel III Closing as provided in section 4, below.
- (iv) Interest earned on the Escrowed Funds shall be paid to Purchaser upon demand.

#### 4. CLOSING, TIME AND PLACE

4.01 The Closing of the sale of Parcel II (the "Parcel II Closing") shall take place on or before thirty (30) days after satisfaction by the Seller of the so-called "surplus property" procedures contemplated by Section 6.04 plus any applicable appeals period(s).

4.02 The Closing of the sale of Parcel I and Parcel III (the "Parcel I and Parcel III Closing") shall take place on or before thirty (30) days after the last of: (i) the satisfaction of the termination of the public ways contemplated by Section 6.03 plus any applicable appeals period(s); (ii) the satisfaction by the Seller of the so-called "surplus property" procedures contemplated by Section 6.04 plus any applicable appeals period(s); or (iii) receipt by the Seller of subdivision approval for the Premises contemplated by Section 6.05 plus any applicable appeals period(s).

4.03 The Closings shall take place at the City Solicitor's Office, One City Hall Plaza, Manchester, New Hampshire.

## 5. OBLIGATIONS OF THE PARTIES AT CLOSING

5.01 At each Closing, Seller shall deliver to Purchaser

(i) a quitclaim deed of its interest in the Premises being conveyed in statutory form, conveying clear, record and marketable title in fee simple absolute (the "Deed"). Each Deed shall contain a restriction in favor of the Seller limiting new construction and uses on the Premises to those associated with the use of the Premises for parking facilities and parking purposes unless the Board of Mayor and Aldermen of the Seller approves otherwise. Each Deed shall be subject to the existing current public utilities on the Premises. The Deed of Parcel III will also contain a temporary construction easement for the Seller to use a portion of Parcel III, as set forth on Exhibit A, as a construction staging area, for Seller's widening of Granite Street. The easement shall terminate on September 30, 2008 or sooner if the Seller has completed all of it improvements/constructions on Granite Street.

(ii) mechanics lien and parties in possession affidavits by Seller, and other forms and affidavits as reasonably and customarily required by Purchaser's lender or title insurance company for transactions of this type and nature.

(iii) a copy of Seller's vote(s), authorizing resolutions, or similar evidence, authorizing sale of the Premises.

5.02 At Closing, Purchaser shall deliver to Seller:

(i) the designated portion of the Purchase Price (from the Escrowed Funds as provided above).

(ii) a copy of Purchaser's, or its assignee's, vote(s), authorizing resolutions, or similar evidence, authorizing the purchase of the Premises.

(iii) real estate transfer and other forms and affidavits customarily required.

5.03 At each Closing (i) the Premises will be conveyed in the same condition as the date hereof, reasonable wear and tear excepted, free of tenants and any personal property of Seller, and (ii) the title to the Premises will be in the same condition as of the date of Purchaser's title examination.

5.04 Purchaser shall commence construction of a parking deck on Parcel II on or before 12 months after the Parcel II Closing referred to herein and shall complete construction of that parking deck on or before 36 months after the Parcel II Closing referred to herein

## 6. DELIVERIES PRIOR TO CLOSING, INSPECTIONS, DUE DILIGENCE AND CONDITIONS TO CLOSING

6.01 Purchaser shall have until 5:00 p.m. of the thirtieth (30<sup>th</sup>) calendar day after the last party executes this Agreement to undertake such title examinations as it deems appropriate, and if it determines that there is any objection to Seller's title rendering it uninsurable or unmarketable, it shall so notify Seller in writing. If defects or flaws in title are of such character that they may be readily remedied or removed by Seller, then, upon receipt of the notice, Seller shall promptly institute and prosecute proceedings to remedy such defects, and upon giving return written notice to Purchaser to that effect, Seller shall be entitled to sixty (60) days from Purchaser's notice to correct such title defects. If Seller is unable to remedy title within said sixty (60) day cure period, then Purchaser may either: (i) terminate this Agreement, whereupon Purchaser shall be entitled to the return of the remaining Escrowed Funds (except for the Additional Cost defined in 3.03(i), above, unless the Seller is able to cancel construction of the modifications to the retaining wall referred to therein), and both parties shall be discharged from any further liability under this Agreement, or (ii) Purchaser may elect to accept such title as Seller can deliver, with no reduction of the Purchase Price.

6.02 Purchaser shall have until 5:00 p.m. of the thirtieth (30<sup>th</sup>) calendar day after the last party executes this Agreement (the "Due Diligence Period") to undertake at its sole cost and expense: (i) engineering studies and inspections as it deems appropriate; (ii) a soils investigation and inspection as it deems appropriate; (iii) a zoning and use review; (iv) a review of the environmental condition of the Premises; and (v) a review of any and all matters, information and documentation relating to or concerning the Premises. If Purchaser shall discover or determine prior to the expiration of the Due Diligence Period that it or its lender(s) are not satisfied in any way with the status of the Premises or the results of any of its due diligence or inspections, Purchaser shall have right to terminate this Agreement by written notice to Seller on or before ten days after expiration of the Due Diligence Period whereupon Purchaser shall be entitled to the return of the remaining Escrowed Funds (except for the Additional Cost defined in 3.03(i), above, unless the Seller is able to cancel construction of the modifications to the

retaining wall referred to therein), and both parties shall be discharged from any further liability under this Agreement.

6.03 The parties obligations as to Parcels I and III are expressly contingent upon the Seller legally discontinuing Phillippe Cote Street, so-called, and any other portion of the Premises which are a public street or public way. Seller shall have until 5:00 p.m. of the one hundred eightieth (180<sup>th</sup>) calendar day after the last party executes this Agreement to discontinue Phillippe Cote Street, so-called, and any other portion of the Premises which are a public street or public way, failing which Purchaser may elect to terminate this Agreement, whereupon Purchaser shall be entitled to the return of the remaining Escrowed Funds (except for the Additional Cost defined in 3.03(i), above, unless the Seller is able to cancel construction of the modifications to the retaining wall referred to therein), and both parties shall be discharged from any further liability under this Agreement. This paragraph shall not be interpreted so as to require any particular vote by the Board of Mayor and Aldermen on the discontinuance of Phillippe Cote Street.

6.04 This Agreement is expressly contingent upon the Seller complying with and satisfying the provisions of the so-called "surplus property" ordinance for the City of Manchester and receiving all approvals and consents necessary to convey the Premises to Purchaser in accordance with this Agreement (collectively the "Seller Approvals"). The Seller shall have until 5:00 p.m. of the one hundred eightieth (180<sup>th</sup>) calendar day after the last party executes this Agreement to obtain the Seller Approvals, failing which Purchaser may elect to terminate this Agreement, whereupon Purchaser shall be entitled to the return of the remaining Escrowed Funds (except for the Additional Cost defined in 3.03(i), above, unless the Seller is able to cancel construction of the modifications to the retaining wall referred to therein), and both parties shall be discharged from any further liability under this Agreement.

6.05 This Agreement is expressly contingent upon the Seller obtaining and receiving subdivision approval necessary to convey the Premises (the "Subdivision Approval"). Seller shall have until 5:00 p.m. of the one hundred eightieth (180<sup>th</sup>) calendar day after the last party executes this Agreement to obtain and receive Subdivision Approval, failing which Purchaser may elect to terminate this Agreement, whereupon Purchaser shall be entitled to the return of the remaining Escrowed Funds (except for the Additional Cost defined in 3.03(i), above, unless the Seller is able to cancel construction of the modifications to the retaining wall referred to therein), and both parties shall be discharged from any further liability under this Agreement. This paragraph shall not be interpreted so as to require any particular vote by the Manchester Planning Board on any request for subdivision approval.

6.06 Upon execution of this Agreement Seller shall deliver to Purchaser copies of any and all reports, materials or information in its possession relating to the title, environmental condition, structural condition or other aspect of the Premises and any and all surveys or plans in Seller's possession in connection with the Premises (collectively the "Reports"). In the event that Purchaser terminates this Agreement in accordance

herewith, Purchaser shall return all Reports to the Seller, together with any and all reports, plans, materials, studies or information prepared by or obtained by Purchaser, at no cost to Seller.

7. OCCUPANCY, TENANTS

7.01 As to each Parcel Purchaser shall be entitled to occupancy on the date of Closing, free of all rights of use or possession by Seller and/or any other tenant except for the temporary construction easement on Parcel III referenced in Section 5.01(i), above. Seller agrees that it will deliver the Premises on the Closing free and clear of all personal property of Seller and all tenants or any other right of tenancy or occupancy.

8. ACCESS TO PREMISES/RECORDS

8.01 Between the date hereof and the date of Closing, Purchaser and Purchaser's representatives shall be permitted access to the Premises at reasonable times in order to conduct any due diligence or inspections it desires as contemplated herein. In the course of making such inspections, Purchaser shall not unreasonably interfere with Seller's or the public's use of the Premises. In the event the Closing does not take place as provided herein, Purchaser shall at its sole cost and expense restore the Premises as nearly as possible to its condition existing prior to the time of said examinations. All engineers and other representatives of Purchaser performing such tests and examinations upon the Premises shall be adequately insured with coverages and limits approved by the City of Manchester's Risk Manager.

9. DEFAULT

9.01 In the event of Purchaser's default hereunder, then: Purchaser shall not be entitled to return of any portion of the Escrowed Funds necessary to pay the Additional Cost referred to in section 3.03(i) above; Seller shall be relieved of any further obligation to make any additional conveyances hereunder; \$50,000.00 of the Escrowed Funds shall be paid to Seller as liquidated damages; the balance of the Escrowed Funds shall be paid to Purchaser; and each party shall be discharged from further obligation hereunder.

9.02 In the event that Seller defaults hereunder Purchaser, (i) may terminate this Agreement, whereupon the remaining Escrowed Funds promptly shall be refunded to Purchaser, or (ii) seek specific performance and the costs of seeking said specific performance.

10. MISCELLANEOUS

10.01 This Agreement contains all the agreements of the parties with respect to the subject matter hereof. All prior discussions are merged herein. Any amendment hereto shall be effective only if executed with all the formalities hereof by the party against whom the amendment is asserted.

10.02 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.03 The captions in this Agreement are inserted for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement of any of its terms.

10.04 Assignment. Purchaser may assign its rights hereunder to related entity(s) on the condition that the assignee(s) assume(s) all Purchaser's obligations relating to the subject premises that are conveyed to the assignee.

[PAGE ENDS HERE, SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have set their hands to the written instrument as of the date first above written.

PURCHASER:

1848 ASSOCIATES

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

SELLER:

THE CITY OF MANCHESTER

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

REVIEW AND APPROVED BY THE CITY  
OF MANCHESTER CITY SOLICITOR:

By: \_\_\_\_\_

Name:

Title:



## EXHIBIT A

### Property Descriptions

#### **PARCEL I – PHILLIPPE COTE STREET LOT**

All that piece or parcel of property situated in the City of Manchester, County of Hillsborough, State of New Hampshire, designated as Cote Street and shown on a plan entitled "Manchester Housing Authority, N.H. R-7, Amoskeag Millyard Project, Beggs & Cobb Corporation and Pandora Industries, Inc., Subdivision & Disposition Plan of Parcels 1-20, 1-25, 1-27 & 1-36" dated April 14, 1977, last revised April 24, 1979; prepared by Metcalf & Eddy Inc. and Thomas F. Moran Inc. and recorded at the Hillsborough County Registry of Deeds as Plan No. 14770; bounded and described as follows:

Beginning at a point on the westerly sideline of Commercial Street at its intersection with the southerly sideline of Cote Street (currently known as Phillippe Cote Street) at a point of curvature; said point being the southeasterly corner of the parcel herein described;

Thence, westerly, northerly and easterly along said Cote Street on the following courses: along a curve to the left having a radius of 19.00 feet, an arc distance of 29.96 feet; South  $69^{\circ}59'55''$  West, a distance of 156.42 feet; along a curve to the right having a radius of 86.98 feet, an arc distance of 136.15 feet; North  $20^{\circ}19'05''$  East, a distance of 306.98 feet; along a curve to the right having a radius of 113.00 feet, an arc distance of 87.30 feet; along a curve to the right having a radius of 141.50 feet, an arc distance of 152.84 feet; North  $85^{\circ}49'50''$  East, a distance of 90.65 feet; along a curve to the left having a radius of 19.00 feet, an arc distance of 32.22 feet to the westerly sideline of Commercial Street;

Thence, southerly along said Commercial Street: along a curve to the left having a radius of 1530.00 feet, an arc distance of 87.97 feet to the southerly sideline of Cote Street at a point of curvature;

Thence, westerly, southerly and easterly along said Cote Street on the following courses: along a curve to the left having a radius of 19.00 feet, an arc distance of 26.38 feet; South  $85^{\circ}49'50''$  West, a distance of 102.96 feet; along a curve to the left having a radius of 175.00 feet, an arc distance of 52.06 feet; along a curve to the left having a radius of 55.00 feet, an arc distance of 29.15 feet; along a curve to the left having a radius of 77.00 feet, an arc distance of 78.94 feet; South  $20^{\circ}19'05''$  East, a distance of 304.68 feet; a curve to the left having a radius of 39.98 feet, an arc distance of 62.58 feet; North  $69^{\circ}59'55''$  East, a distance of 159.95 feet; along a curve to the left having a radius of 19.00 feet, an arc distance of 29.74 feet to the westerly sideline of Commercial Street;

Thence, southerly along said Commercial Street: South  $19^{\circ}40'05''$  East, a distance of 88.00 feet to the point or place of beginning.

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Parcel I shall also include any additional land situated between Phillippe Cote Street (as shown on said Plan) and Parcel III as hereafter described.

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## PARCEL II – LOT 1-36

All that piece or parcel of property situated in the City of Manchester, County of Hillsborough, State of New Hampshire, designated as Lot 1-36 and shown on a plan entitled "Manchester Housing Authority, N.H. R-7, Amoskeag Millyard Project, Beggs & Cobb Corporation and Pandora Industries, Inc., Subdivision & Disposition Plan of Parcels 1-20, 1-25, 1-27 & 1-36" dated April 14, 1977, last revised April 24, 1979; prepared by Metcalf & Eddy Inc. and Thomas F. Moran Inc. and recorded at the Hillsborough County Registry of Deeds as Plan No. 14770; bounded and described as follows:

Beginning at a point on the northerly sideline of Cote Street (currently known as Phillippe Cote Street) at its intersection with the division line between Lot 1-25 on the west and the parcel herein described on the east; said point being the southwesterly corner of the parcel herein described;

Thence, northerly along said Lot 1-25 on the following courses: North  $17^{\circ}39'55''$  West, a distance of 72.81 feet; North  $05^{\circ}43'50''$  East, a distance of 393.28 feet; North  $64^{\circ}04'15''$  East, a distance of 9.08 feet to the southerly sideline of Textile Court;

Thence, easterly along said Textile Court on the following courses: South  $80^{\circ}02'05''$  East, a distance of 89.16 feet; along a curve to the right having a radius of 19.00 feet, an arc distance of 27.62 feet to the westerly sideline of Commercial Street;

Thence, southerly along said Commercial Street: along a curve to the left having a radius of 1530.00 feet, an arc distance of 389.76 feet to the northerly sideline of Cote Street at a point of curvature;

Thence, westerly along said Cote Street on the following courses: along a curve to the right having a radius of 19.00 feet, an arc distance of 32.22 feet; South  $85^{\circ}49'50''$  West, a distance of 90.65 feet; along a curve to the left having a radius of 141.50 feet, an arc distance of 50.34 feet to the point or place of beginning.

Being 61,552 square feet more or less.

5

**PARCEL III – PORTION OF LOT 1-20**

**PORTION OF LOT 1-20  
GRANITE LOT**

Beginning at a point on the easterly sideline of Lot 1-25 (a/k/a Gateway 1) at the new proposed southerly right of way line of Phillippe Cote Street; said point being South 19°59'35" East, a distance of 19.94 feet more or less from the current southerly sideline of Phillippe Cote Street at its intersection with the division line between Lot 1-25 on the west and Lot 1-20 on the east; said point being the northwesterly corner of the parcel herein described;

**Thence, South 87°25'39" East, a distance of 45.89 feet;**

**Thence, North 70°29'23" East, a distance of 172.81 feet;**

**Thence, South 63°19'22" East, a distance of 16.83 feet;**

**Thence, South 19°55'09" East, a distance of 75.00 feet;**

**Thence, South 20°26'08" West, a distance of 30.25 feet;**

**Thence, South 60°25'37" West, a distance of 209.95 feet;**

**Thence, North 19°59'35" West, a distance of 164.28 feet to the point or place of beginning.**

Being 28,877 square feet more or less or 0.66 acres more or less.

**Temporary Construction Easement Area**  
(insert description)

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***To the Honorable Board of Mayor and Aldermen of the  
City of Manchester:***

***The Undersigned respectfully represent that for the accommodation of the  
public there is occasion for discontinuing a highway.***

Beginning at the northerly point of tangency of **Phillippe Cote Street** at Commercial Street to a point; thence, S 12-58-24 E a distance of 87.96', crossing Phillippe Cote Street and along the westerly line of Commercial Street to a point; thence, along a curve to the left, having a radius of 19.00' and an arc length of 26.38', and whose long chord bears N 54-23-39 W a distance of 24.31' to a point; thence, S 85-49-50 W a distance of 102.96' to a point; thence along a curve to the left, having a radius of 175.00' and an arc length of 52.06' to a point; thence, along a curve to the left, having a radius of 55.00' and an arc length of 29.15' to a point; thence, along a curve to the left, having a radius of 77.00' and an arc length of 78.94' to a point; thence, S 20-19-05 E a distance of 304.68' to a point; thence, along a curve to the left, having a radius of 39.98 and an arc length of 62.58' to a point; thence, N 69-59-55 E a distance of 159.95 to a point; thence, along a curve to the left, having a radius of 19.00' and an arc length of 26.03' to a point; thence S 08-30-30 E a distance of 67.44' across the southerly end of Phillippe Cote Street and along the westerly line of Commercial Street to a point; thence, along a curve to the left, having a radius of 19.00' and an arc length of 5.78', and whose long chord bears S 78-43-15 W a distance of 5.76' to a point; thence, S 69-59-55 W a distance of 156.42 to a point; thence, along a curve to the right, having a radius of 86.98 and an arc length of 136.15' to a point; thence, N 20-19-5 W a distance of 306.98 to a point; thence, along a curve to the right, having a radius of 113.00' and an arc length of 87.30' to a point; thence, along a curve to the right, having a radius of 141.50 and an arc length of 152.84' to a point; thence, N 85-49-50 E a distance of 90.65 to a point; thence along a curve to the left, having a radius of 19.00' and an arc length of 32.22' to the point of beginning.

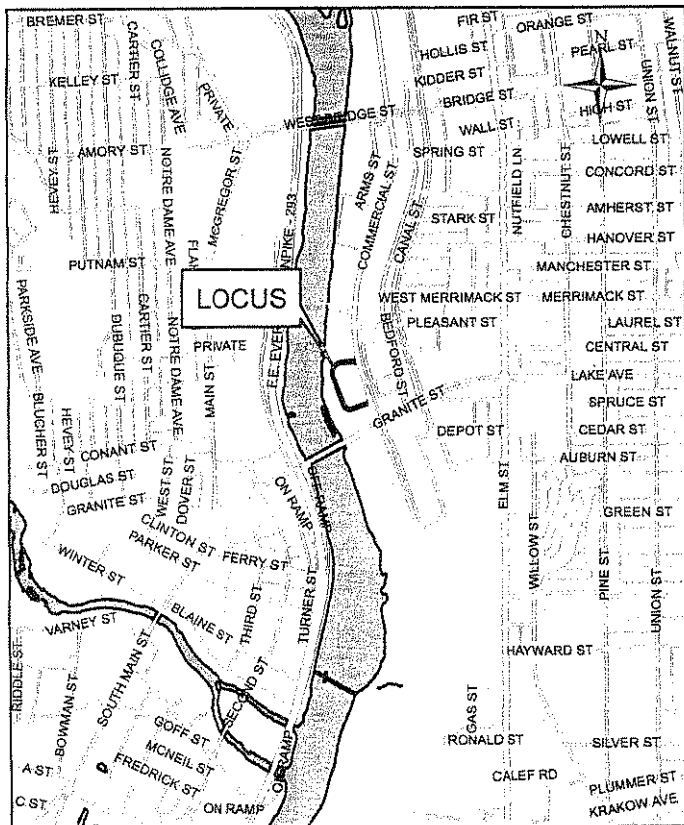
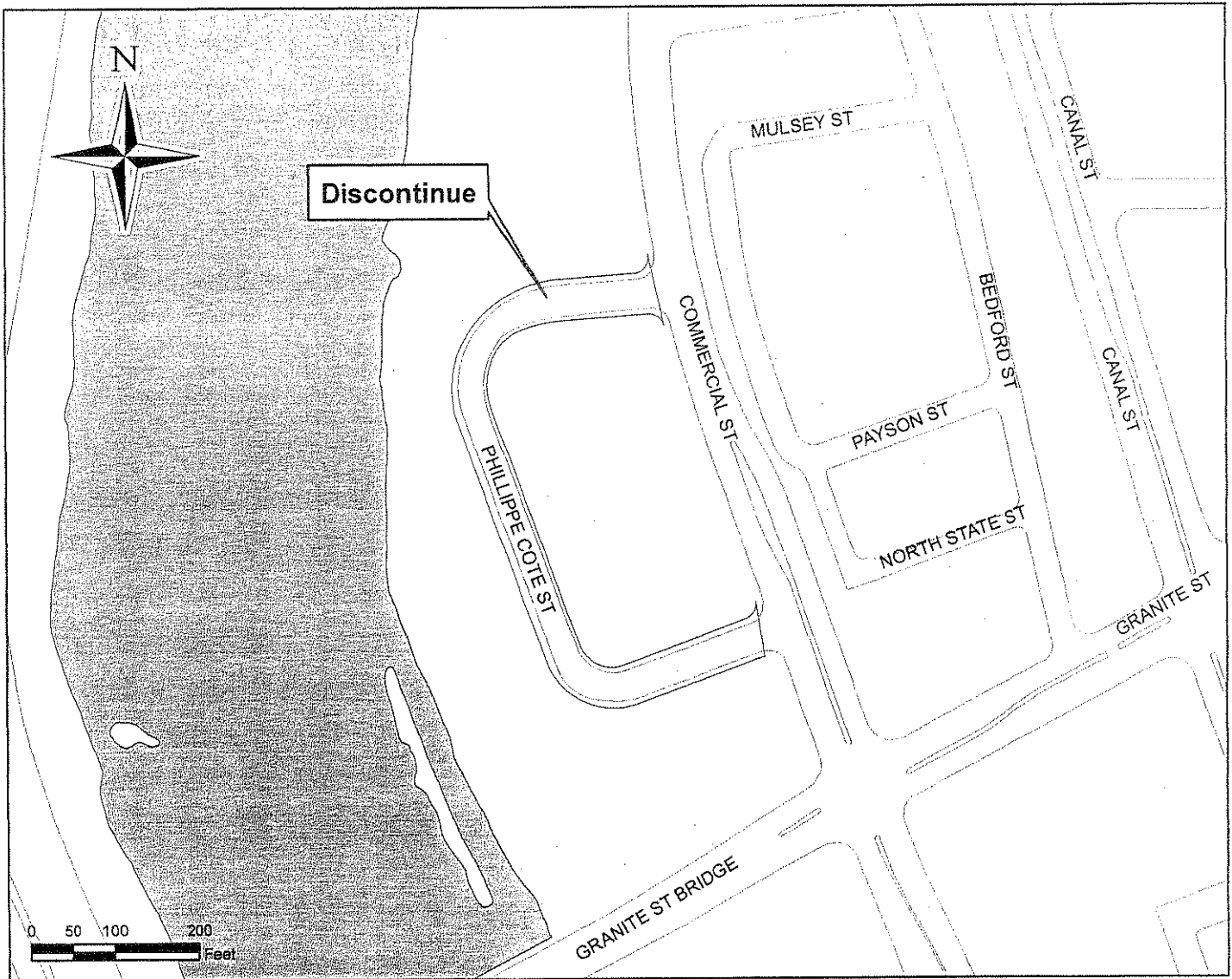
Containing 41,382.25 sq. feet to be the same more or less and being the full roadway known as **Phillippe Cote Street**.

The petitioner, therefore, requests you to discontinue the above-described **Phillippe Cote Street**.

Dated at the City of Manchester, New Hampshire this 30<sup>th</sup> day of March 2006.

By: 





## Proposed Street Discontinuance Philippe Cote Street



Manchester, NH  
March 30, 2006

5

# Summary of Seal Tanning Lot, Granite Lot and Philippe Cote Street Sale to 1848 Associates

## Reconciled Appraised Value

Seal Tanning Lot	\$ 850,000.00
Granite Lot	\$ 440,000.00
Phillipe Cote Street	\$ 630,000.00
	<u>\$ 1,920,000.00</u>

## Savings to City of Manchester

Granite Lot/Cote Street Reconstruction  
Retaining Wall Granite St. to Commercial St.  
Retaining Wall Commercial/Granite/Philippe Cote  
Future Maintenance Costs (Philippe Cote Resurfacing)  
Future Maintenance Costs (Seal Tanning Lot Resurfacing)

<u>Estimated Savings</u>	<u>Bidder Savings</u>
	\$ 500,000.00
	\$ 390,000.00
	\$ 320,000.00
	\$ 10,500.00
	<u>\$ 320,000.00</u>
<u>\$ 1,284,500.00</u>	<u>\$ 1,540,500.00</u>

## Escrowed Upon Execution of P & S

### **Negotiated Sales Price**

Additional Payment (to Deepen Retaining Wall)

<b>\$ 635,000.00</b>
<u>\$ 200,000.00</u>
<u>\$ 835,000.00</u>

Payment to City to Reimburse Additional Cost  
Seal Tanning (Parcel II) Closing - Payment to City  
Granite St (Parcel III)/Cote St. (Parcel I) Closing - Payment

\$ 200,000.00
\$ 530,000.00
<u>\$ 105,000.00</u>
<u>\$ 835,000.00</u>

## Major Conditions - Sect. 1.02, Page 1 (See Purchase & Sale Agreement for Detailed Terms and Conditions)

- Build Deck on Seal Tanning Lot at Purchaser's Expense.
- Create Without Expense to City Additional Parking as Required to Redevelop Pandora Building.
- Actively Pursue Rehabilitation/Redevelopment of Pandora Building at No Expense to City.

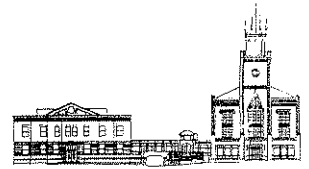
## Benefits

- Private Parking Deck Leveraging Retention/Expansion of Texas Instruments (175 jobs) & Autodesk (395-500 jobs).
- Savings in Capital Outlay for Granite Street Reconstruction Project.
- Provide Parking Site to Enable the Redevelopment of Pandora Building. Cannot be Redeveloped without Parking.
- Lansing Melbourne Parking Consultant Recommends Sale of Municipal Lots Serving a Single Owner.



# CITY OF MANCHESTER

## Manchester Economic Development Office



August 18, 2006

Alderman Henry Thibault  
Chairman, Land & Buildings Committee  
Honorable Board of Mayor and Aldermen  
City of Manchester  
One City Hall Plaza  
Manchester, New Hampshire 03101

Subject: Granite Street Lot, Phillippe Cote Street and Seal Tanning Lot

Dear Alderman Thibault:

In response to your request for a staff recommendation regarding Brady Sullivan's interest in the above properties, it is our determination that the Board of Mayor and Alderman should direct staff to prepare and issue a Request-for-Proposals (RFP) for the purchase and specific development of the Granite Street Lot, Phillippe Cote Street and the Seal Tanning Lot.

The purpose of disposing of these properties is to maintain and expand parking for existing tenants like AutoDesk and Texas Instruments, to facilitate and encourage the redevelopment of the Pandora Building and to expand parking capacity to accommodate demand in the nearby Millyard. Because of the need to solicit and evaluate proposals based upon considerations beyond price and to enforce performance of specific actions beyond outright purchase, the solicitation of proposals through an RFP Process is the recommended approach.

The best interests of the City require that the City solicit and evaluate proposals based on each and all of the following factors:

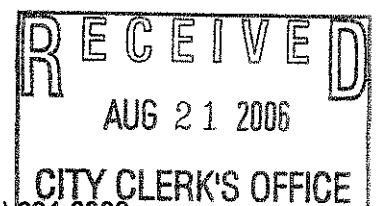
- purchase price;
- preservation of existing parking;
- commitment to structured parking sufficient to accommodate redevelopment of the area; and
- best economic value (e.g. revenue, job retention and job creation) to the City of Manchester.

It is recommended that the Land & Buildings Committee direct staff to prepare and issue an RFP for purchase and specific development of the Seal Tanning Lot, the Granite Street Lots and Phillippe Cote Street. An RFP could be issued and responses received within 5-8 weeks.

The Economic Development Office (MEDO) is prepared to assume responsibility to coordinate the process together with Planning and Community Development, Finance, Highways and the City Solicitor.

Respectfully submitted,

Paul J. Borek  
Economic Development Director





8-22-06 Tabled  
pending reports  
from Paris +  
School

B u i l d i n g  
N E T W O R K S

June 16, 2006

City Of Manchester  
1 City Hall Plaza  
Manchester, NH 03101

RE: Cell phone antenna (s) at 223 James Pollack Dr, Manchester, NH (ID # 18286)

To: City Of Manchester

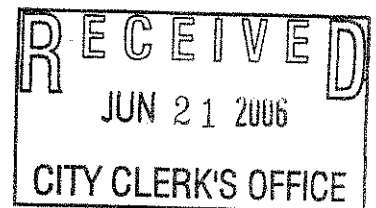
A client of mine would be interested in making a proposal to you regarding cell phone antenna(s) located at 223 James Pollack Dr. I would appreciate a few minutes of your time to quickly explain what my client is proposing; our conversation could result in a significant financial transaction. I can be reached at 978-562-4140, ext 115.

I am one of the principals of Building Networks, a telecommunications real estate company located in Hudson, MA. Since 1996, the principals at Building Networks have worked with a variety of wireless and wire-line telecommunication companies providing a menu of real estate services.

Sincerely,



Tom Remillard  
Principal  
Building Networks LLC  
[tomr@bldgnet.com](mailto:tomr@bldgnet.com)  
978-562-4140 ext 115





# CITY OF MANCHESTER

## Office of the City Clerk



Leo R. Bernier  
City Clerk


Carol A. Johnson  
Deputy City Clerk

Paula L-Kang  
Deputy Clerk  
Administrative Services

Matthew Normand  
Deputy Clerk  
Licensing & Facilities

Patricia Piecuch  
Deputy Clerk  
Financial Administration

MEMO TO: Superintendent Ludwell  
Manchester School District

FROM: C. Johnson   
Deputy City Clerk

DATE: September 13, 2006

RE: Lands & Buildings Committee  
Cell phone antenna – James Pollack Drive

Enclosed is a communication from Building Networks which the Lands and Buildings Committee has requested the School District review and report on. The next meeting of the Committee is tentatively scheduled on Tuesday, September 26<sup>th</sup>.

A response to the Committee in care of the City Clerk would be appreciated.

Enclosure

# B u i l d i n g N E T W O R K S

June 23, 2006

City of Manchester  
908 Elm Street  
Manchester, NH 03101

RE: Cell phone antenna (s) at Derryfield Park, Manchester, NH (ID # 87705)

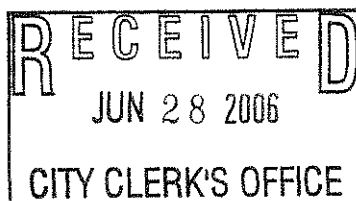
To: City of Manchester

A client of mine would be interested in making a proposal to you regarding cell phone antenna(s) located at Derryfield Park. I would appreciate a few minutes of your time to quickly explain what my client is proposing; our conversation could result in a significant financial transaction. I can be reached at 978-562-4140, ext 115.

I am one of the principals of Building Networks, a telecommunications real estate company located in Hudson, MA. Since 1996, the principals at Building Networks have worked with a variety of wireless and wire-line telecommunication companies providing a menu of real estate services.

Sincerely,

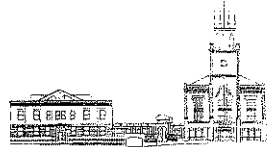
  
Tom Remillard  
Principal  
Building Networks LLC  
[tomr@bldgnet.com](mailto:tomr@bldgnet.com)  
978-562-4140 ext 115





# CITY OF MANCHESTER

## Office of the City Clerk



Leo R. Bernier  
City Clerk


Carol A. Johnson  
Deputy City Clerk

Paula L-Kang  
Deputy Clerk  
Administrative Services

Matthew Normand  
Deputy Clerk  
Licensing & Facilities

Patricia Piecuch  
Deputy Clerk  
Financial Administration

MEMO TO: Superintendent Ludwig  
Parks, Recreation & Cemetery

FROM: C. Johnson   
Deputy City Clerk

DATE: September 13, 2006

RE: Lands & Buildings Committee  
Cell phone antenna – Derryfield Park

Enclosed is a communication from Building Networks which the Lands and Buildings Committee has requested you review and report on. The next meeting of the Committee is tentatively scheduled on Tuesday, September 26<sup>th</sup>.

Your response to the Committee in care of the City Clerk would be appreciated.

Enclosure

6



**CITY OF MANCHESTER**  
**Parks, Recreation & Cemetery Department**

625 Mammoth Road  
Manchester, NH 03104-5491  
(603) 624-6565 Administrative Office  
(603) 624-6514 Cemetery Division  
(603) 624-6569 Fax

**COMMISSION**

Stephen Johnson, Chairman  
Sandra Lambert, Clerk  
George "Butch" Joseph  
Michael Worsley  
Dennis Smith  
Ronald Ludwig, Director

September 15, 2006

Land and Buildings Committee  
One City Hall Plaza  
Manchester, NH 03101

C/O Office of the City Clerk

Re: RFI from Building Networks on Derryfield Park cell phone tower

Dear Alderman Thibault,

This is in response to a recent communication from Building Networks LLC. This company investigates opportunities for their clients as it relates to purchasing lease agreements that may be in place on existing towers. Since our department has no jurisdiction over the tower itself I have referred Mr. Remillard, Principal of Building Networks LLC to Chief Kane. I am also forwarding a copy of Mr. Remillard's letter to the Chief for his review.

Sincerely,

Ronald E. Ludwig  
Director

Cc: Chief Kane, MFD

6



## City of Manchester Fire Department

100 Merrimack Street • Manchester, NH 03101-2208  
(603) 669-2256 Business • (603) 669-7707 Fax  
[www.ci.manchester.nh.us](http://www.ci.manchester.nh.us)

Joseph P. Kane  
Chief of Department

November 6, 2006  
Land and Buildings Committee  
One City Hall Plaza  
Manchester, NH 03101

C/O office of the City Clerk

Re: Letter from Building Networks

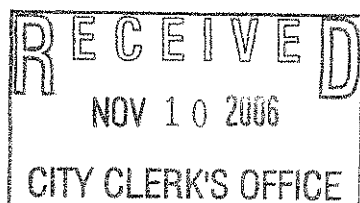
To: Land and Buildings Committee

This letter is in response to a recent communication from Building Networks LLC. From what I understand in the letter sent by Tom Remillard of Building Networks, it appears that his company purchases lease agreements that may be in place on existing towers. The communications tower in question is presently under a lease agreement between the City of Manchester and Verizon Wireless until the year 2015, at which time Verizon Wireless will transfer ownership of the tower to the City. I attempted several times, unsuccessfully, to contact Mr. Remillard to inform him of our existing contract.

Sincerely,

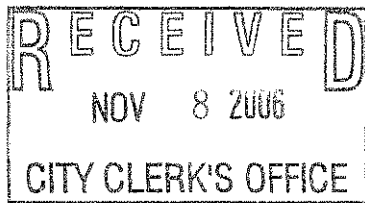
Jody M. Rivard  
Communications Superintendent  
Manchester Fire Department

Cc: Chief Kane



6  
Fire/Ambulance Emergency 9-1-1

L+B 12-05-06/Tauled



Dear Mrs. Carol Johnson,

11/4/06

My name is France Howard and I live at 126 Phillip Street, I spoke with my Alderman Mr. Armand Forest ward 12 and with Tom Nichols from the board of Assessors office. I was told you're the next person to contact; I need to see if I can obtain lot 861 # 32 and 32A these two lots are city owned. They abut my property.

The reason I need these lot is with all the flooding we had in May I was very much affected. I still am and need to find a way to rebuild, for the city and PSNH have not done anything with the pond that abut my property. It's been a real nightmare and still my problems are not over.

My home is not worth much of anything, with this pond and the flooding it can still cause me. So I have decided to try an recon figurate my property differently. The only way I can do this is by being able to obtain these city lots. I have lived here 20 years of more, and these lots are no use to anyone, now with this pond problem, I need these lots to try and reconstruct my property differently.

You can speak to Mr. Nichols he has been out to see my property, Also Mr. Forest is aware that I need to do something. And will speak on my behalf on obtaining these lots.

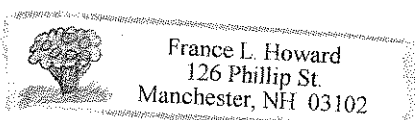
Could you let me know what steps I need to do next, thank you for you time.

Sincerely

A handwritten signature in cursive script that reads "France L. Howard".

Ms. France L. Howard

My Number (860-5095)  
Armand Forest #669-0646  
Thomas Nichols #624-6520



7



## CITY OF MANCHESTER Board of Assessors

One City Hall Plaza, West Wing  
Manchester, New Hampshire 03101  
Tel: (603) 624-6520 – Fax: (603) 628-6288  
Email: [assessors@ci.manchester.nh.us](mailto:assessors@ci.manchester.nh.us)  
Web: [www.ManchesterNH.Gov](http://www.ManchesterNH.Gov)



David M. Cornell, Chairman  
Thomas C. Nichols  
Stephan W. Hamilton

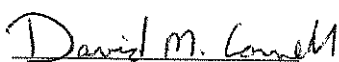
Christine Hanagan  
Assistant to Assessors

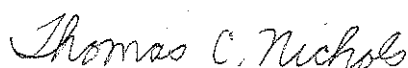
To: Committee on Lands and Buildings  
From: Board of Assessors  
Date: December 5, 2006  
Re: Map 861 Lots 32 & 32A  
Request to Purchase Property

The Assessors have completed an analysis of the estimated market value of the above-referenced property. The following is a summary of important facts and the value estimate:

Property Location	Phillip Street (see attached GIS map)
Assessors Map/Lot	Map 861 Lots 32 & 32A
Property Owner	City of Manchester Tax Collector
Property Type	Vacant Land
Assessing Neighborhood	Neighborhood 500
Improved/Vacant	Vacant
Total Land Area	8,000 square feet
Current Zoning	R-1A
Overlay District	N/A
Easements/Restrictions	None Known
Utilities Available	Water, Sewer and Electric
Total Current Assessment	The current assessment is \$12,800 for each lot.
Indicated Range of Value/Unit	\$1.30 per square foot
Indicated Range of Value	\$10,400
Comments	Parcel 32 has 20 feet on Phillip Street and is 200 feet deep (4,000 sq. ft.). Parcel 32A is 40 feet by 100 feet (Also 4,000 sq. ft.). Zoning is R-1A, residential single family. The subject parcels are not conforming building lots, as they do not meet minimum lot requirements of 100 feet frontage, and 12,500 square feet.

Respectfully submitted,

  
David M. Cornell  
Enclosure:

  
Thomas C. Nichols

  
Stephan W. Hamilton





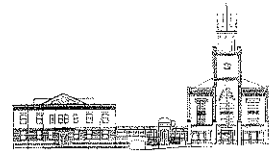


Robert S. MacKenzie, AICP  
Director

# CITY OF MANCHESTER

## Planning and Community Development

Planning  
Community Improvement Program  
Growth Management



Staff to:  
Planning Board  
Heritage Commission  
Millyard Design Review Committee

November 30, 2006

Committee on Lands and Buildings  
City Hall  
One City Hall Plaza  
Manchester, NH 03101

re: *Sale of City-owned parcels known as TM 861, Lots 32 & 32A off Phillip Street*

Honorable Committee Members:

The owner of a residence at 126 Phillip Street has requested permission to acquire two small tax-deeded city-owned parcels which abuts their property (see attached map).

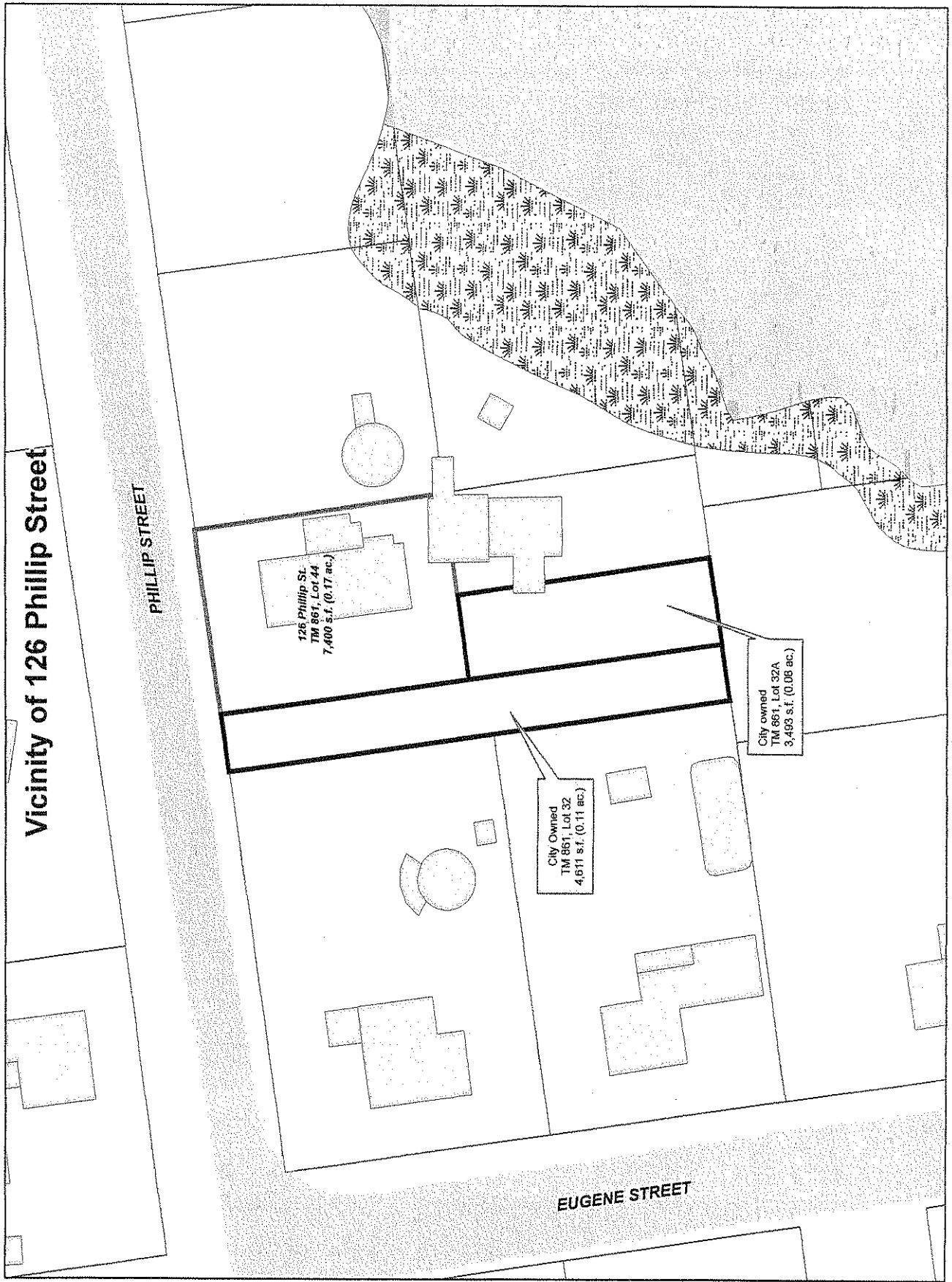
We are currently attempting to discover whether or not there are any long-term City uses for the lands in question and, towards this end, have communicated with, and are awaiting feedback from, the Highway Department. With this in mind, we need some more time to complete our report to you.

If there are any questions, staff will be available at the committee meeting.

Sincerely,

Robert S. MacKenzie, AICP  
Director of Planning and Community Development

One City Hall Plaza, Manchester, New Hampshire 03101  
Phone: (603) 624-6450 Fax: (603) 624-6529  
E-mail: [planning@ManchesterNH.gov](mailto:planning@ManchesterNH.gov)  
[www.ManchesterNH.gov](http://www.ManchesterNH.gov)



1. This map was prepared by the City of Manchester Planning & Community Development Department (D. Beauchesne) on November 29, 2006.

0 5 10 20 30 40 Feet



City of Manchester  
Office of the Tax Collector

City Hall  
One City Hall Plaza - West  
Manchester, New Hampshire 03101  
(603) 624-6575 (Phone)  
(603) 628-6162 (Fax)

Joan A. Porter  
Tax Collector

## Memorandum

DATE: December 5, 2006  
TO: Land & Building Committee  
FROM: Joan A. Porter, Tax Collector *Joan A. Porter*  
RE: **L Phillips St (aka lots 518-519 Francis to Phillip)**

As requested, the following contains information regarding the Tax-Deeded property located at: **L Phillips St**

Prior Owners: Graham Builders  
Map/Lot: 0861/0032  
Lien Date: 5/16/1977  
Deed Date: 1/16/1980  
Recorded Date: 1/18/1980  
Book/Page: 2748/0025  
Back Taxes \$32.30 (not including interest and costs)

I do not have any objections to the disposition of this property.



City of Manchester  
Office of the Tax Collector

City Hall  
One City Hall Plaza - West  
Manchester, New Hampshire 03101  
(603) 624-6575 (Phone)  
(603) 628-6162 (Fax)

Joan A. Porter  
Tax Collector

## Memorandum

DATE: December 5, 2006  
TO: Land & Building Committee  
FROM: Joan A. Porter, Tax Collector *Joan*  
RE: **L Phillips St (aka lots 514-517 Francis to Phillip)**

As requested, the following contains information regarding the Tax-Deeded property located at: **L Phillips St**

Prior Owners: Antoine Roy  
Map/Lot: 0861/0032-A  
Lien Date: 5/22/1932  
Deed Date: 5/28/1934  
Recorded Date: 5/28/1934  
Book/Page: 0932/0116  
Back Taxes \$6.69 (not including interest and costs)

I do not have any objections to the disposition of this property.

7

L+B 12-05-06 Tabled  
pending notification to  
abutters.



RODKEY CRAIGHEAD, JR.  
JOANNE MARTIN-CRAIGHEAD  
DEBBIE MARTIN-DEMERS  
CATHERINE L. BAUMANN

Craighead & Martin, P.L.L.C.  
ATTORNEYS AT LAW  
62 STARK STREET, MANCHESTER, NH 03101-1934

TEL. 603-641-9555  
FAX 603-647-1331

November 22, 2006

Board of Mayor and Aldermen  
c/o City Clerk's Office  
One City Hall Plaza  
Manchester, NH 03101

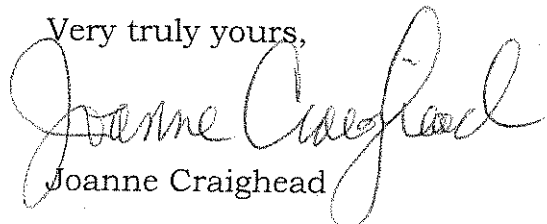
RE: Purchase of property owned by the City of Manchester

Dear Honorable Mayor and Members of the Board:

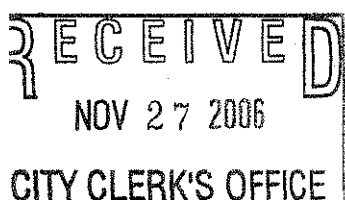
Our office represents the interest of Mr. Albert O. Delacey who is the current owner of real estate located at 80 Edna Street in Manchester, New Hampshire. Mr. Delacey's property abuts a tract of land which is current owned by the City of Manchester. I have enclosed a copy of the recorded plan along with a copy of the tax map that I obtained from the assessor's office which partially delineates that tract. I have highlighted the tract on both of these documents, but I am unable to provide you with any map or lot numbers as the assessor's office did not have one. It is my understanding that the process for requesting a sale of this property is to make a written request to you. Mr. Delacey is requesting a buy out of this tract which abuts his property in order to further improve his property.

Please provide me with what additional information you will require and what the next step will be in this process. Thank you for your time and attention to this matter.

Very truly yours,

  
Joanne Craighead

JC/td  
Enclosures  
Albert Delacey



8

6C JP  
98CE1 #

Jan 23 10 30 AM '80  
HILLSBOROUGH COUNTY  
REGISTERED DEEDS

Plan  
# 13286  
Dr. # 29

L-1212

FB 05/44

#13286 DE 29

P. S. CO. N.H.

ADD. JUNE 12, 1980

REV. MAY 10, 1980

REV. JULY 23, 1979

REV. APRIL 24, 1979

Survey & Plan By:  
John T. Hills  
Engineer & Surveyor  
Manchester, N.H.

TO: Register of Deeds, Nashua, N.H.  
FROM: City Planning Board, Manchester, N.H.

The subdivision as shown on this plan  
has been approved and this plan is  
hereby approved for recording.

1 July 1980  
[Signature]

# LAND OF FERNAND ARCHAMBEAULT MANCHESTER, N.H.

\*30 (NOT TO BE CONSIDERED AS A  
BUILDING LOT)  
1.5 ACRES:  
NOTE: PERIMETER OF THIS  
PARCEL IS FROM THE ADJACENT  
PLAN-SHEET NO. 053.  
SEE ALSO TAKING AND EASEMENT  
PLAN FOR HUSE ROAD AREA  
SANITARY FACILITIES, BY CITY  
OF MANCHESTER, DEPT. OF HIGH-  
WAYS, DATED APRIL 1974, LATEST  
REVISION 7/11/75.

EDWARD J. ROY  
55 WILSON ST.

P.S.C.

PUMPING  
STATION  
CITY OF MANCHESTER

EDNA  
AVE

LEO  
ST

LEO  
ST

LEO  
ST

DE-10A  
WILLIAM A. & JUDITH A.  
BEARD  
117 CLAIRE ST.

DE-17C, 18  
DONALD A. & JANCE E.  
GELINAS  
131 CLAIRE ST.

DE-17  
CHARLES R. &  
CLEANOR D.  
ARTHUR  
115 CLAIRE ST.

DE-17A  
ARISTOTLE &  
JORDANE ZEVOB  
124 CLAIRE ST.

DE-11A  
ARTHUR M. & CECILE L.  
FERNAND  
ARCHAMBEAULT  
135 VALENTINE DR.

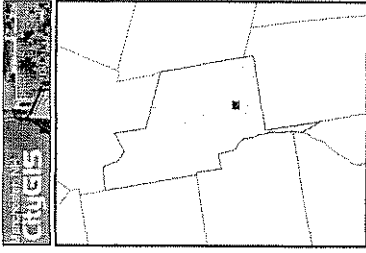
DE-13  
ANTONETTE C. MASLEBAS  
101 LEO ST.

DE-32  
JAMES & RUTH COMP  
134 LEO ST.

DE-31  
PETER C. & MARCIA I.  
JORDAN  
126 LEO ST.

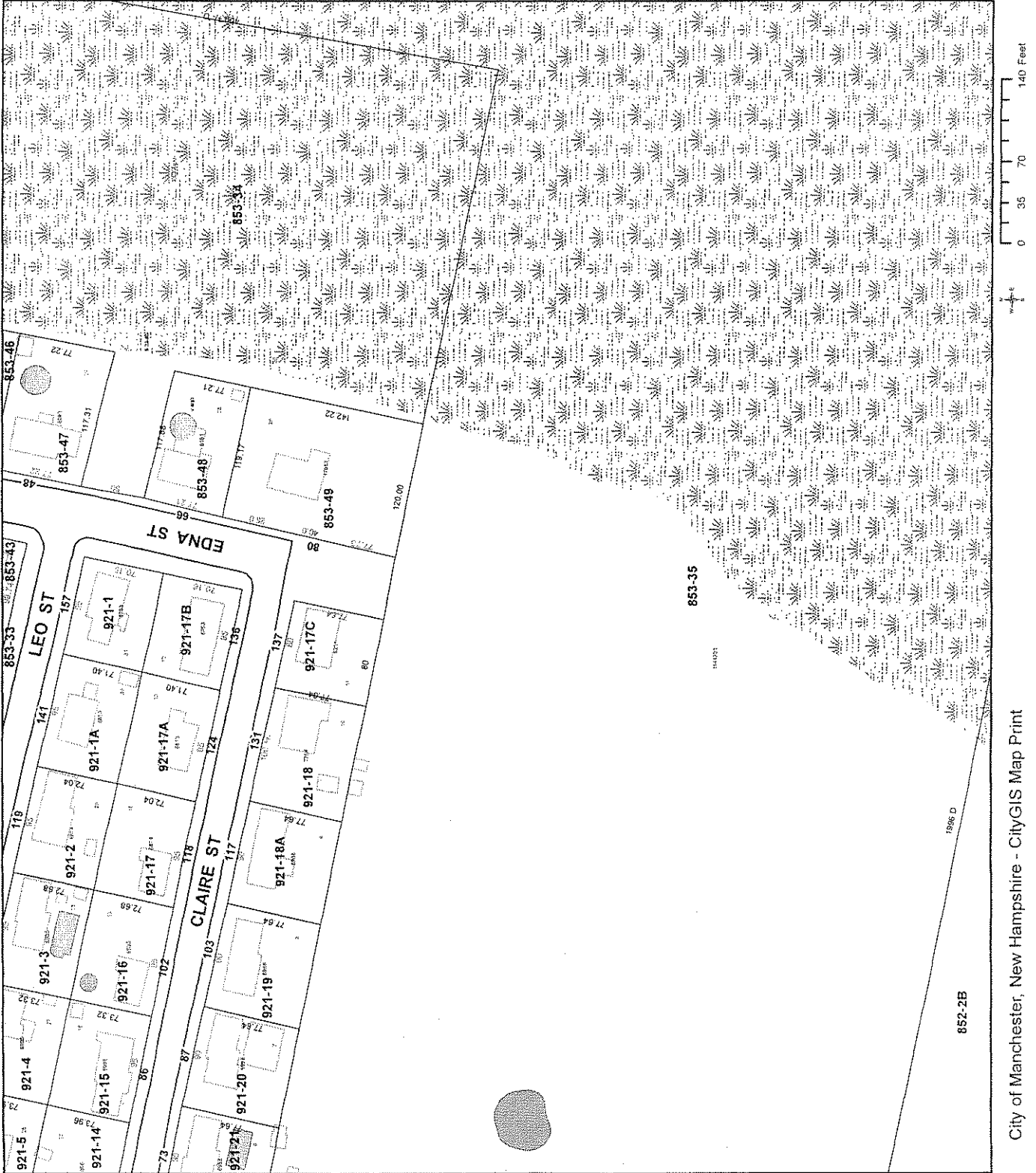
DE-33  
DONALD W. & PHYLLIS M. PAQUETTE  
151 LEO ST.

DE-24  
5051 SQ FT  
0.226 ACRES  
DE-25  
5051 SQ FT  
0.226 ACRES  
DE-26  
5102 SQ FT  
0.210 ACRES  
DE-27  
5053 SQ FT  
0.203 ACRES  
DE-28  
5151 SQ FT  
0.216 ACRES  
DE-29  
17037 SQ FT  
0.392 ACRES  
DE-30  
145 VALENTINE DR.  
WILLIAM L. ZASTROW  
DE-31  
145 VALENTINE DR.  
DONALD E. & SIMONE F.  
LEDOUX  
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145 VALENTINE DR.  
FERNAND ARCHAMBEAULT



# DISCLAIMER

The information appearing on this map is to the convenience of the user and is not a warranty of the City of Manchester, NH (the "City"). This map is not survey quality. All boundaries, easements, areas, measurements, rights-of-way, etc. appearing on this map should only be considered approximations, and as such have no official or legal value. The City assumes no liability for any use of this information for purposes of the accuracy, completeness, reliability, or suitability of this information for any particular use. The City assumes no liability whatsoever associated with the use or misuse of this information. The official public records from which this information was derived are kept in the offices of various City, County and State departments, and are available for inspection and copying during normal business hours. By using this map, you agree to these terms and conditions.







## CITY OF MANCHESTER Board of Assessors

One City Hall Plaza, West Wing  
Manchester, New Hampshire 03101  
Tel: (603) 624-6520 – Fax: (603) 628-6288  
Email: [assessors@ci.manchester.nh.us](mailto:assessors@ci.manchester.nh.us)  
Web: [www.ManchesterNH.Gov](http://www.ManchesterNH.Gov)



David M. Cornell, Chairman  
Thomas C. Nichols  
Stephan W. Hamilton


Christine Hanagan  
Assistant to Assessors


To: Committee on Lands and Buildings  
From: Board of Assessors  
Date: December 5, 2006  
Re: Request to Purchase Property Abutting 80 Edna Street

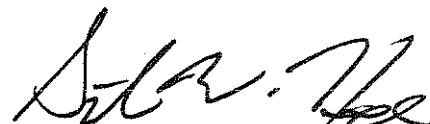
The Assessors have completed an analysis of the estimated market value of the above-referenced property. The following is a summary of important facts and the value estimate:

Property Location	Edna Street (see attached GIS map)
Assessors Map/Lot	No Map and Lot assigned to property
Property Owner	City of Manchester
Property Type	Vacant land with a sewer easement
Assessing Neighborhood	Neighborhood 400
Improved/Vacant	Vacant
Total Land Area	4,327 square feet
Current Zoning	R-1B
Overlay District	N/A
Easements/Restrictions	36" sewer truck line and a 20 foot-wide sewer easement
Utilities Available	Water, Sewer and Electric
Total Current Assessment	No Map and Lot assigned to property
Indicated Value/Unit	\$2.10 per square foot
Indicated Value	\$9,000 (rounded)
Comments	The parcel is approximately 56' wide and 78' deep. Zoning is R-1B, residential single family. The subject parcel is unbuildable as minimum lot requirements are 75 feet of frontage and total lot size of 7,500 square feet.

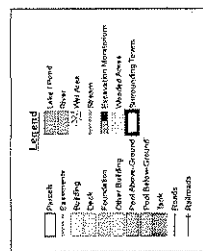
Respectfully submitted,

  
David M. Cornell  
Enclosure:

  
Thomas C. Nichols

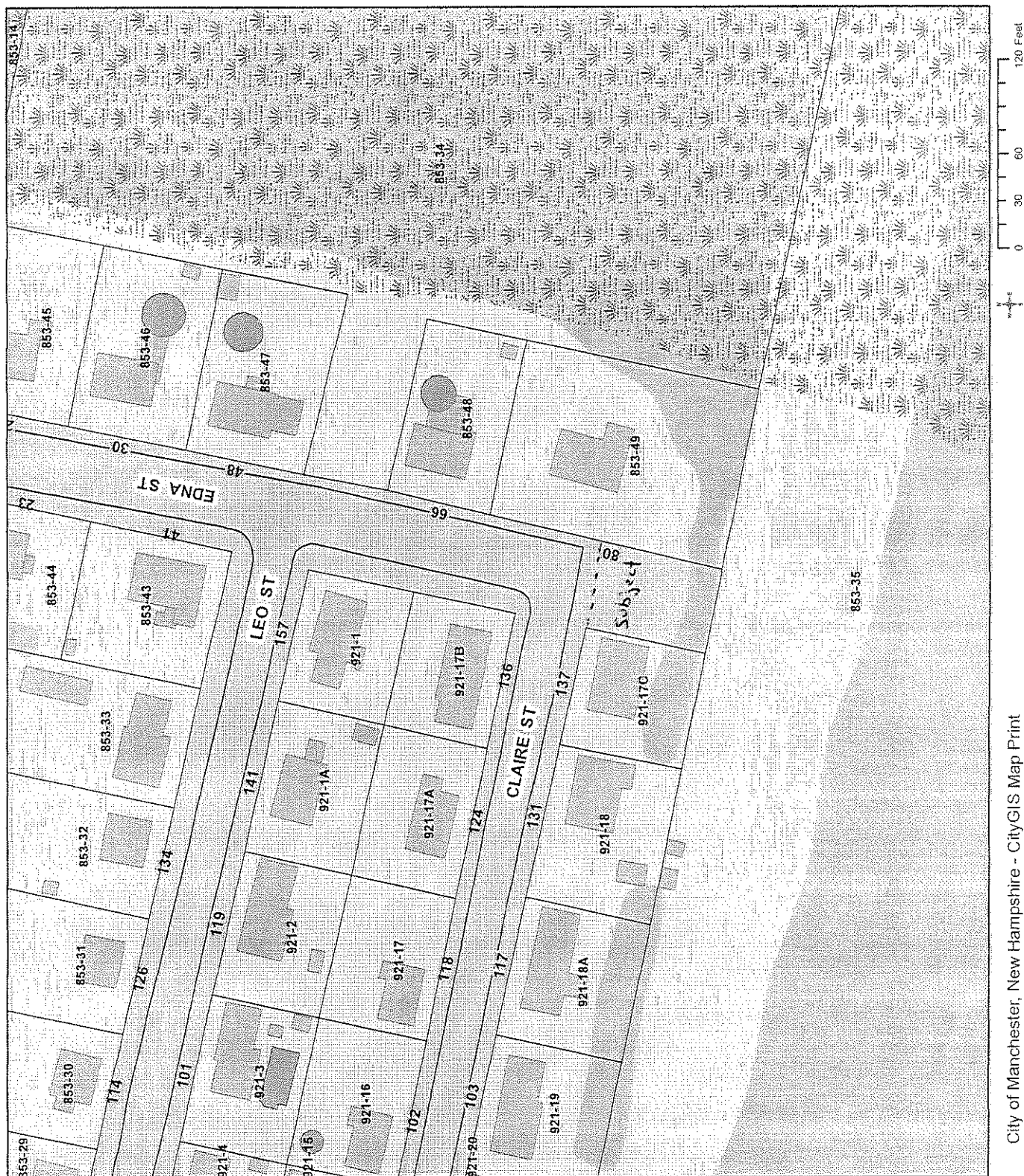
  
Stephan W. Hamilton

8



DISCLAIMER

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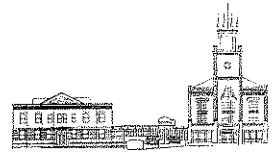


Robert S. MacKenzie, AICP  
Director

# CITY OF MANCHESTER

## Planning and Community Development

Planning  
Community Improvement Program  
Growth Management



Staff to:  
Planning Board  
Heritage Commission  
Millyard Design Review Committee

November 30, 2006

Committee on Lands and Buildings  
City Hall  
One City Hall Plaza  
Manchester, NH 03101

re: *Sale of City-owned land abutting 80 Edna Street*

Honorable Committee Members:

The owner of a residence at 80 Edna Street has requested permission to acquire a small, 0.1 acre, section of city-owned land which abuts their property (see attached map).

Our preliminary research has discovered that a main 36" sewer truck line and an accompanying 20 foot-wide sewer easement goes through the parcel in question, and that a sewer manhole requiring routine maintenance from the City is also situated on that same land.

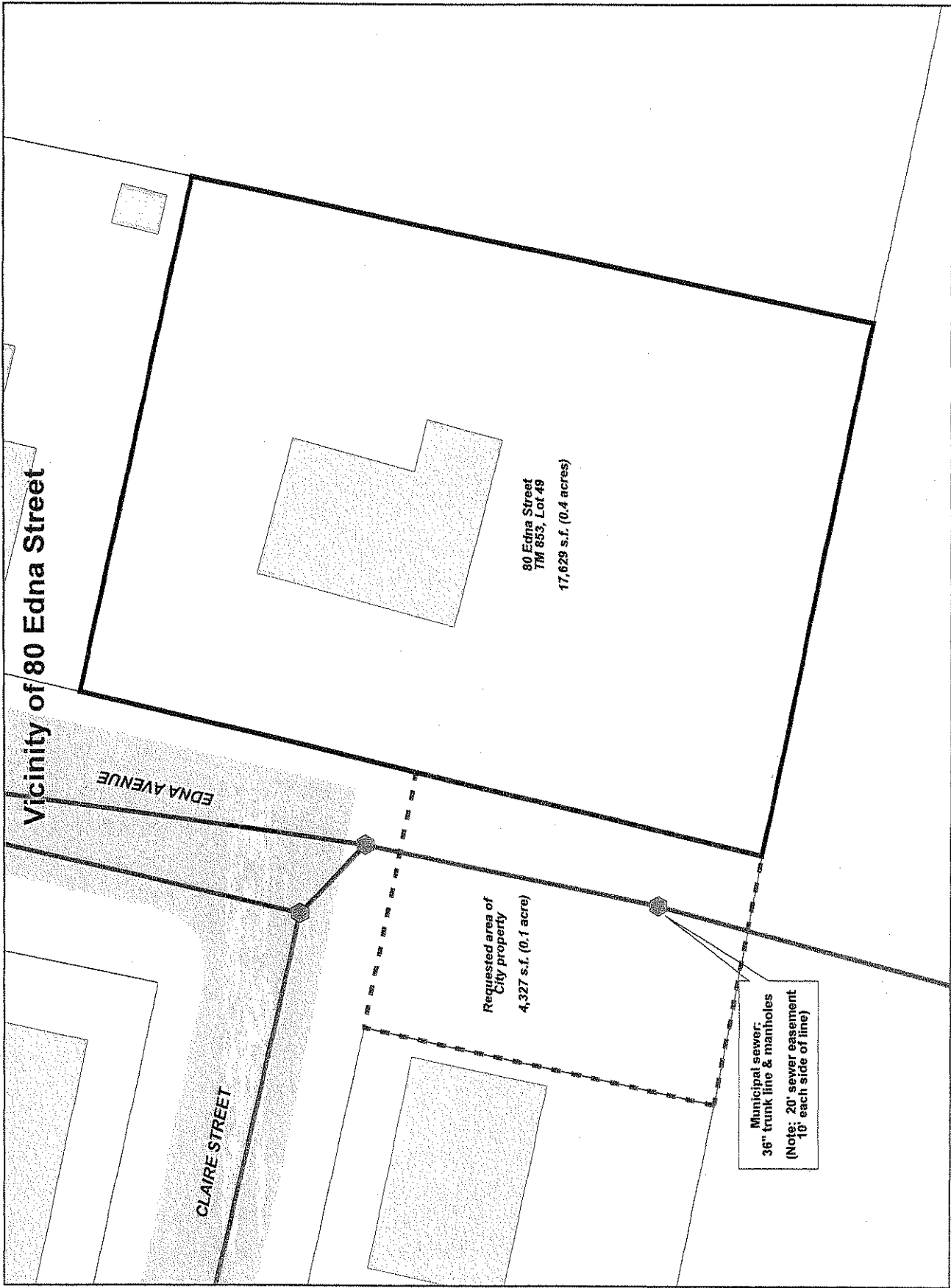
In order to clarify the involved issues, we have communicated with the Highway Department concerning ownership and rights-of-way matters and we are awaiting their response. We will provide you with a complete report when this information becomes available

If there are any questions, staff will be available at the committee meeting.

Sincerely,

Robert S. MacKenzie, AICP  
Director of Planning and Community Development

One City Hall Plaza, Manchester, New Hampshire 03101  
Phone: (603) 624-6450 Fax: (603) 624-6529  
E-mail: [planning@ManchesterNH.gov](mailto:planning@ManchesterNH.gov)  
[www.ManchesterNH.gov](http://www.ManchesterNH.gov)



1. This map was prepared by the City of Manchester Planning & Community Development Department (D. Beauchesne) on November 29, 2006.



City of Manchester  
Office of the Tax Collector

City Hall  
One City Hall Plaza - West  
Manchester, New Hampshire 03101  
(603) 624-6575 (Phone)  
(603) 628-6162 (Fax)

Joan A. Porter  
Tax Collector

## Memorandum

DATE: November 28, 2006  
TO: Land & Building Committee  
FROM: Joan A. Porter, Tax Collector  
RE: City Owned parcel at Edna & Claire Streets

It appears from the documents provided by Attorney Craighead regarding the above-referenced parcel that the property in question is a pumping station. As this is not a tax-deeded parcel, the Tax Collector's office has no interest in its disposition.

